The Solicitors' Journal

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Right of Crown to Reply.

THE INTERESTING correspondence which has passed between Mr. BIRRELL and Mr. SWIFT O'NEILL with relation to the right of public prosecutors to the last word in Ireland calls attention to the fact that a different rule as to this matter prevails in each of the three sister kingdoms. In England the prosecution—whether initiated by a private person or by the Director of Public Prosecutions—is entitled to the last word if the defence puts in any evidence other than that of the prisoner himself or that of witnesses as to character. If the prisoner puts in no evidence save such as comes within the exceptions we have just mentioned, then his counsel is entitled to the last word. In Scotland, on the other hand, the defence always has the right of reply, whether or not it puts in any evidence. But in both countries, if the Law Officer for the Crown is conducting in person a public prosecution, he has a final right of reply, whether or not the defence has called any witnesses. In England both Attorney-General and Solicitor-General possess this privilege; in Scotland the Lord Advocate possesses it, and so does the Solicitor-General when he is appearing in place of the Lord Advocate, but possibly not if he appears in any other capacity. In Ireland a quite different rule is still in force. In every public prosecution the Crown has an absolute right of final reply, no matter whether its representative is a Law Officer in person or any other officially briefed advocate. The validity of this practice has been recently recognized by a specially expressed opinion of the Irish judges to that effect, and the Irish Attorney-General has accordingly informed Mr. BIRRELL that he cannot take upon himself the responsibility of instructing his counsel not to avail themselves of their legal right. The attitude of the Irish Attorney-General is, of course, a perfectly proper one, but we fancy that public opinion would prefer to see a uniform practice adopted in all three countries.

The Privilege of Withholding State Documents.

IN A RECENT issue we commented upon the principle by which documents which relate to affairs of state are privileged from production in court when the head of the department which has custody of them appears in court and on oath declares that

it would be contrary to the public interest to disclose their contents. A striking illustration of this principle has occurred again within the last few days. In the military libel action of *Edmondson* v. *Amery* (*Times*, January 28th), the plaintiff's counsel proposed to put in evidence certain reports made by military officers to the War Office concerning the conduct of the plaintiff in the Boer War eleven years ago. The Permanent Under-Secretary to the War Office thereupon went into the witness-box and formally objected in the usual way to the production of the documents. He persisted in his objection notwithstanding an expression of opinion from Mr. Justice PHILLIMORE, who tried the case, as to the desirability of the reports being read in evidence. His lordship also suggested that after eleven years such reports could hardly contain any official secret the disclosure of which could injure the public interest. He held, however, that he could not go behind the formal objection taken by Sir EDWARD WARD, and that the latter was entitled to withhold the documents. In so holding Mr. Justice PHILLIMORE followed a series of earlier cases in which the same point has arisen in connection with the reports of military courts holding private inquiries (*Howe* v. *Bentinck*, 2 B. & B. 130; *Beatson* v. *Skene*, 5 H. & N. 838; *Dawkins* v. *Rokeby*, L. R. 8 Q. B. 255; *Ford* v. *Best*, 6 T. L. R. 295). In the last cited case the court held that it was competent to decide upon the validity of the objection if the latter was palpably futile, but the decision rather suggests that the court will not be apt to regard as frivolous any objection solemnly made by a responsible public official.

The Personal Liability of Trustees.

THE DECISION of WARRINGTON, J., in *Watling* v. *Lewis* (Weekly Notes, 1911, p. 20) calls attention to an important distinction in regard to the limitation of personal liability on a covenant. If a covenant is clearly a personal covenant, any words which purport to exclude personal liability are repugnant, and must be rejected. Thus in *Furnivall* v. *Coombes* (5 Man. & Gr. 736) certain persons who were churchwardens entered into a covenant for payment, but there was a proviso that it should not personally affect them. It was pointed out by the court that this was at variance with the covenant and did not merely limit the personal liability. The intention of the proviso was that no one should be personally liable at all, and the proviso was rejected. But that a proviso which merely limits the primary personal liability, without destroying it, will be valid is shewn by *Williams* v. *Hathaway* (6 Ch. D. 544). There the trustees of a church building fund contracted to make certain payments to a builder, but it was provided that the agreement should not bind them after they had ceased to become entitled to apply the fund; that is, after they had ceased to be trustees. It was held by JESSEL, M.R., that this was a valid limitation of the liability. In the present case of *Watling* v. *Lewis* (*supra*) certain trustees, in taking a conveyance of property subject to a mortgage, covenanted "as such trustees, but not so as to create any personal liability on the part of them or either of them," to pay the mortgage debt. Here there was, as in *Furnivall* v. *Coombes*, a primary personal liability, and the effect of the subsequent words would have been to destroy this liability. Consequently they were repugnant and were rejected, with the result that the trustees were personally liable.

Stamps on Voluntary Settlements.

WE PRINTED recently (*ante*, p. 153) a letter relating to the question of stamp duty in a case where two owners of property enter into an arrangement for pooling the income of their property, with benefit of survivorship save where the owner first dying leaves children. Our correspondents stated that at Somerset House duty was claimed on the deed effecting the arrangement as a voluntary settlement under section 74 of the Finance Act, 1910, while they themselves considered that a 10s. stamp was sufficient. That section is easy of application in simple cases, but the case put by our correspondents is probably typical of many which will arise where, owing to the peculiar nature of the transaction, it will be very difficult to say whether the *ad valorem* duty is payable, and at present there is no assistance to be got from judicial decision in construing the section. The cases of *Lester* v. *Garland* (Mont. 471) and *Parker* v. *Carter* (4 Hare, p. 409), to which our correspondents have been referred, do not seem to be in point. The section applies where there is "a conveyance or transfer operating as a voluntary disposition *inter vivos* (sub-section 1), but there is an express exception of cases where there is a conveyance or transfer and no beneficial interest passes in the property transferred, (sub-section 6). In the case mentioned by our correspondents there are four dispositions made of the property of the two owners: (1) The life interest is pooled during the joint lives, and, unless the incomes of the two properties are equal, this means that the owner of one property will obtain a benefit; (2) on the death of one without leaving children, the survivor takes the whole income for life; here the survivor takes a benefit, but he has purchased it by giving the like chance to the other owner, and in this respect the settlement is not voluntary; (3) if the one who dies first leaves children, the children take his share—that is, we presume, one half of the aggregate income—during the life of the survivor; the benefit here is contingent, but it is none the less a benefit created by voluntary disposition *inter vivos*; (4) on the death of the survivor, the aggregate property goes, we presume in equal moieties, to the respective representatives of the original owners; here again there is no transfer of benefit if the two properties are equal, but there is if they are unequal. On the whole arrangement it seems fairly clear that there is, to some extent, a voluntary disposition *inter vivos* so as to bring the case within section 74, and, if so, the duty is chargeable on "the value of the property conveyed or transferred." It looks as if the duty was payable on the capital value of the two properties, though such a conclusion undoubtedly imposes an undue burden.

Compromise in Civil Actions which Allege a Criminal Fraud.

WE BELIEVE that the attitude of Mr. Justice DARLING in the recent Millenium Bank case (*Davis* v. *Jenson and Others Times*, January 27th) meets with the general approval of Old Bailey practitioners. The plaintiff brought an action in which the statement of claim raised issues of fact which, had they been supported by the evidence, might have been made the foundation of a criminal charge against one of the defendants. After the evidence for the plaintiff had been opened, disclosing a *primâ facie* case in favour of his contention, the parties came to a settlement, and asked the judge to make it an Order of Court. Mr. Justice DARLING refused to do so, on the ground that he had not yet heard any evidence to rebut the charge of fraud; there appeared to him to be serious allegations made which ought to be fully investigated; and he intimated that he would send the papers to the Director of Public Prosecutions. The defence was then proceeded with, and a satisfactory answer to the charge of fraud was made out by all three defendants—against two of whom the judge held there was no evidence—and allowed a withdrawal of the juror as against them. Having heard the case for the defence, the judge then said he had no longer any objection to the proposed compromise, and judgment was entered accordingly. Mr. Justice DARLING, at the same time, explained his previous attitude, and intimated that he had consulted several of his judicial brethren as to the proper course to adopt. It may, therefore, we presume, be regarded as the proper practice, where a criminal charge is disclosed in the course of civil proceedings, that the court will not give its sanction to any compromise which would stifle inquiry into the alleged criminal conduct until some reasonably satisfactory answer to the charge has been made out by the defendant. An analogous procedure is already prescribed by statute in cases where a criminal prosecution has been initiated by a private person and then compromised before trial. If the proceedings are abandoned while still before a summary jurisdiction court, the clerk to the justices must send a copy of all the depositions to the Director of Public Prosecutions (section 5 of the Prosecution of Offences Act, 1879). If they are abandoned while before a judge, it is the duty of the latter to satisfy himself as to the propriety of that course (section 6 of the same Act). These provisions are doubtless intended to prevent the compounding of misdemeanours, and the principle on which they are based

seems equally applicable where the prosecutor has preferred to bring a civil action.

Marriage Licences and Ecclesiastical Law.

THE PRACTICE for divorced persons to be married by licence, instead of by publication of banns, seems to be responsible for the difference which has recently arisen between the Bishop of London and his Chancellor, Dr. TRISTRAM. The main points of this difference may be gathered from the correspondence and information in the *Times* of January 18th, 19th, and 25th. There appear to be two questions involved: (1) Whether the Chancellor has the power to issue marriage licences without the authority, and against the express wish, of the Bishop? and (2) whether a licence can be claimed as a matter of right, or whether its issue is merely a matter of grace? As to the first question, Dr. TRISTRAM holds strongly that he, at all events (under the terms of his own patent of appointment), can issue licences independently of the Bishop. The letters patent in his favour, granted in 1872, empower him to grant marriage licences and all other canonical dispensations "used and accustomed to be done by the laws, customs, canons, and statutes of Great Britain." The patent contains reservations in favour of the Bishop, but not in regard to marriage licences. The effect of a reservation in the grant of jurisdiction by a Bishop to his Chancellor was considered in the courts a few years ago, in connection with the question of the relation between the superior courts now represented by the Supreme Court of Judicature and the ecclesiastical courts: see *Davey* v. *Hinde* (1901, P. 95); *Rex* v. *Tristram* (1902, 1 K. B. 816). In the latter of these cases (which arose out of the former) the Court of Appeal held (reversing a Divisional Court of the King's Bench Division) that a writ of prohibition must issue to the Consistory Court of Chichester, and the judgment of Lord COLLINS (then Master of the Rolls) is very instructive in its account of the Bishop's Court as presided over by the Chancellor. Dr. TRISTRAM relies a good deal on a case decided in 1853 (*Ex parte Medwin and Hurst*, 1 E. & B. 609) in support of his contention that he, though Chancellor of the Bishop, is practically independent of the Bishop. As regards the second question, the point whether a marriage licence can be demanded *ex debito justitiæ* is at least 150 years old. In 1760 Sir CHARLES PRATT (afterwards Lord CAMDEN) gave an opinion (see Forsyth's Cases and Opinions on Constitutional Law, p. 479) to the effect that the issue of a marriage licence is a matter of grace only and not *ex debito justitiæ*. This view was adopted in *The Prince of Capua's case*, decided in 1836 and reported in a note to *Bevan* v. *McMahon* (30 L. J. P. M. & A. 61), and a licence was refused. In 1895 an opinion was given by Sir RICHARD WEBSTER (now Lord Chief Justice of England) and Mr. W. D. THURNAM (reprinted in the *Times* of January 30th), to the effect that "the Bishop or his duly delegated officer can decline to grant a licence in any case in which he in his discretion thinks it right so to do." The opinion appears to have been taken in connection with the case of Mr. BRINCKMAN, who was married by licence after a decree of dissolution in respect of his first marriage. The licence in that case was issued by Dr. TRISTRAM, and his reasons for doing so were fully stated *ex cathedrâ*, as reported in *Ex parte Brinckman* (11 Times L. R. 387, 496). The principal argument against Dr. TRISTRAM'S view, that the issue of a licence can be demanded as a right, is that the Act of 1857 (20 & 21 Vict. c. 85) says nothing about marriage licences. Section 57 allows the re-marriage of divorced persons, but they can, of course, proceed by publication of banns.

The Delays of American Courts.

THE *American Law Review*, in an article headed "The Law's Delay," gives a number of instances of grievous hardship to suitors owing to the delays of the courts of appeal. In 1898 suits were brought against the French Atlantic Steamship Co. for the sinking of the steamship *Bourgogne*, and an action to limit the company's liability, begun in 1900, was decided on the 18th of May, 1908. Five hundred and fifty families were compelled to wait nine and one half years after the accident before they could find out whether they could recover for their losses. In February, 1890, a lady in Philadelphia, who had successfully conducted a boarding house, broke her ankle owing to a defective pavement. Her case was not reached for trial for sixteen years. In June, 1887, a Polish labourer was severely injured while working in a claypit of the Chicago Anderson Pressed Brick Co. He brought an action in the circuit court shortly after his injury, and in 1889 recovered judgment for six thousand dollars. This judgment was in December, 1889, reversed by the appellate court on the ground of misdirection and excessive damages. The case was tried again in the circuit court in 1890, and the plaintiff again recovered judgment for six thousand dollars. The appellate court reversed this judgment on the ground of misdirection and excessive damages. Upon a third trial the plaintiff recovered 8,500 dollars, from which 2,500 dollars was remitted, and judgment was entered in his favour for six thousand dollars. This judgment was affirmed by the appellate court. From this judgment the defendant appealed to the Supreme Court of the United States, and in 1894, nearly seven years after the commencement of the action, the judgment was affirmed. Before this last judgment was delivered, the defendant company became insolvent and the plaintiff realized nothing from his judgment.

Sale in Market Overt.

A LEARNED correspondent writes as follows as to the probable origin of the custom of the validity of sales in market overt, to which we referred last week, and as to which the common law knew nothing. "The introduction into England of the custom is obscure; but we may presume that it was not such a custom as would spring up spontaneously. It has almost the smack of positive law about it; and if so, where did it come from? We know that it came from the civil law; and so we must look somewhat later. The natural place to search would be in the localities where most trade was carried on, and the centre of trade in those days was the Mediterranean. The earliest mention of such a law is in the Feuro Juzgo, first promulgated in the reign of FERDINAND the Catholic or ALONSO the Wise, and here we read, 'If the overseas merchant sells gold or silver to a man of our kingdom, or cloth or garments, or other things, if the things were bought publicly and were paid for, although they were stolen, the buyer, although they were proved to be stolen, shall not be subject to any action.' This, it is submitted, makes it clear that the reason of the law of market overt was to favour the buyers of goods brought from abroad, who could not possibly know they were stolen. A very natural extension would apply the same law to goods brought to market generally, most of which would come from a distance. But it is not here said, of course, that the Fuero Juzgo is the origin of our law. It is suggested, however, that the ubiquitous merchant took his law with him, and it is further suggested that the merchant law was that which was generally applied in the courts of prompt jurisdiction, which were habitual in great markets and were manned by the merchants of the place, as was the Court of Piepowder, which, as we know from the laws of the Conqueror, was already in existence in Normandy before the Conquest."

"At Carrier's Risk."

THERE IS no pause in the construction of terms and phrases in agreements for the carriage of goods, and we can only hope that the decisions are always satisfactory to the mercantile world. In a recent case before one of the Irish courts the question was as to the liability of a railway company for the breakage of eggs during transit. The company had contracted to carry these eggs, which were consigned "at company's risk" from Fivemiletown to Clones, and there to safely deliver them. A higher rate was paid in consideration of their being carried "at company's risk," and upon delivery of the consignment at Clones it appeared that about 7½ per cent. of the eggs were broken. What was to be understood by the expression "at company's risk"? The learned judge said that the fact that the eggs were consigned at company's risk did not constitute an insurance. If goods were sent "at owner's risk" the railway company were not liable except for gross misconduct. If sent "at the company's risk" they were not liable without proof of negligence. On the merits he gave judgment for the defendants.

We have only been able to procure a meagre newspaper report of the case, and have some difficulty in appreciating the construction which the learned judge placed on the clause to which we have referred. A ruling that the general words "at owner's risk" would only exempt the company from their liability as common carriers, and would not exempt them from liability for negligence, is intelligible, but a ruling that the words "at company's risk" do not involve the risk of a common carrier is a wholly different matter. Our difficulty may possibly be removed by a fuller report of the case.

The False Pretences of Vendors of Newspapers.

AN ITINERANT vendor of newspapers in the streets of London, having asked and obtained double the usual price for an evening paper on the false and fraudulent statement that it contained a report of the arrest of a notorious criminal, was brought before a magistrate and sentenced to a term of imprisonment. Many persons will be a little surprised at this sentence, and will ask whether it is founded on any change in the law. They will, however, be told that such an offence was always recognized by the common law, but generally escaped punishment owing to the expense and vexatious delay which attended the prosecution of an indictment. The power which is now given to justices by the Summary Jurisdiction Act, 1899, to deal summarily with a large proportion of these offences has certainly led to the enforcement of the law in cases where the old and cumbrous procedure was often the only reason why the offender was allowed to escape unpunished. It may be said that in many of the civil actions tried in our courts money or goods are proved to have been obtained by fraud, but the person guilty of the fraud is merely ordered to repay what he has received, and, being insolvent, has no means of complying with the order. The expression "false pretence" is wide in its application, and it must be a question whether what is alleged to be a false pretence is or is not a misrepresentation of a specific fact material and intended to defraud, and which did defraud, or whether it is mere puffing which is not calculated to impose upon a person of ordinary intelligence.

Receipt of a Will after the Death of the Testator.

THE FRENCH Civil Code contains elaborate provisions as to the authentication of wills by notaries, but a holograph will, written, dated and signed by the testator, is valid without any other formality. And there is, so far as we know, no enactment like that of section 91 of the Probate Act, 1857, as to depositories for the safe custody of the wills of living persons. A curious question as to the date of a will has just come before the First Chamber of the Tribunal of the Seine. M. CARBONNIER died on the 1st of May, 1906, leaving a will by which his estate was to be divided between his sisters and nephews. After some progress had been made in the administration of the estate, a letter was returned to the executors by M. DITTE, President of the Tribunal of the Seine. This letter contained a will purporting to be made by the testator, and which M. DITTE had received four months after the death of the testator. M. DITTE, believing that the testator was still alive, sent back this will, saying that he had nothing to do with the wills of living persons. The will purported to revoke the testamentary dispositions to which we have previously referred. A question as to the genuineness of this paper remains to be decided, but there is, so far, no explanation of the delay in forwarding the will to M. DITTE.

The Indecency of the Word "Bloody."

WE ARE indebted to that admirable work, Stroud's Judicial Dictionary, for two interesting cases in the Scottish Court of Session which concern the word "bloody," on which we commented last week (*Christie* v. *Robertson*, 36 Scottish Law Reporter, 899; *Murdison* v. *Scottish Football Union*, 33 Scottish Law Reporter, 337). Both cases were actions for defamation of character; in the former the plaintiff had been called a "bloody liar"; in the latter he had been called a "bloody little brute." It was suggested that the addition of "bloody" to "liar" turned a term of mere abuse into an imputation on the personal character of the plaintiff; but this view did not commend itself to the common sense either of the sheriff-substitute who tried the action, and of the sheriff who heard it on appeal, or of the Court of Session who finally dismissed it. The former indeed finds "that the words 'liar,' 'bloody liar,' were used by the defender only as an emphatic form of contradiction." If in Puritan and Presbyterian Scotland the word "bloody" is only a rhetorical way of giving emphasis to one's contentions, surely our less ascetic England need not find it "indecent."

Warranty of Authority by Solicitors.

REFERRING TO our remarks last week on this subject, and to the importance of a solicitor ascertaining that he has a retainer from some responsible person, a learned correspondent reminds us that in *Jones* v. *Hope* (1880, Weekly Notes, 69)—an action by a solicitor for the amount of his bill of costs against the officers of a volunteer regiment—the jury found that the plaintiff was retained by the colonel of the regiment as representing the corps, and that the business was done by the plaintiff on the credit of the corps. But the Court of Appeal, having come to the conclusion that there was no evidence of a contract with the officers personally, held that there could be no contract legally binding on the corps. One of the recollections of Lord Chancellor ERSKINE was of a case in which, while at the bar, he had been retained for the defendant by one of the regiments of his Majesty's army. The plaintiff, who was anxious to secure the services of the distinguished advocate, asked to see the retainer, and successfully contended that it was inoperative inasmuch as the "regiment" was not a corporate body and incurred no liability under the retainer.

The Royal Libel Case.

THREE legal points of first-rate importance have been incidentally decided for the first time in the case of *Rex* v. *Mylius* (*Times*, February 2nd).

In the first place, the court has accepted the view that a libellous statement about the King *in his private capacity* as a man can be proceeded against as a *defamatory* libel. Of course, such a libel, as well as any attack upon the King *in his public capacity*, is clearly punishable as a *seditious* libel (see Odgers, 4th edition, 430; Russell, 7th edition, vol. 1, 311, and numerous authorities there collected). But a prosecution for seditious libel would not have met the ends of justice in the present case, since the plea of justification is not available to the defence in such a case, and consequently the King would have been afforded no opportunity of disproving the malicious falsehood which has been circulated against his honour. At common law the truth of a criminal libel could not be averred by the defence; in 1843, Lord Campbell's Act permitted the statutory defence of "True, and in the public interest"; but that statute applies merely to defamatory, and not to seditious libels. Hence it became necessary to prosecute MYLIUS for defamatory libel in order that the truth of the libel might be in issue. Now, the essence of a defamatory libel is that it spreads abroads a statement which is calculated to injure a person in general esteem. The word "person" in this definition includes a corporation as well as a natural person provided the act alleged is one which a corporation is capable of committing. For example, a corporation can prosecute someone who alleges it has embezzled money, but not a defendant who accuses it of perjury, bigamy or rape—acts of which it is physically incapable. By analogy it would seem that when the King *in his private capacity* is accused of some moral offence which would render him liable to spiritual penances, he can take proceedings for *defamatory libel*. Of course, if the King *in his public capacity* were falsely accused of unconstitutional conduct, a *defamatory libel* would not lie, since the alleged wrongdoing is conduct of which the King is in the eyes of the law incapable—"The King can do no wrong." Hence where the libel attacks the King's *public* conduct as a sovereign, and not his *private* conduct as a man, it would still seem—notwithstanding the present case—that the only possible remedy is a prosecution for *seditious libel*, to which justification cannot be pleaded.

The second point which arose was taken by the defendant, although he did not express it in proper legal terms. When a misdemeanour is proceeded against by information in the King's Bench, instead of by indictment, the leave of the Divisional Court must be obtained before the complaint can be filed, and such leave is only granted upon an affidavit of the prosecutor disclosing a *primâ facie* case (Crown Office Practice, p. 151 *et seq.*). Such leave is not necessary when the Attorney-General applies for an *ex officio* information; but hitherto such *ex officio* applications by the Attorney General have been confined to *public* misdemeanour, and in libel cases where an officer of state is attacked, to *seditious* libels. The question, therefore, arises whether when a *defamatory* libel against an officer of state is alleged, the Attorney-General can file his information without the leave of the court and without an affidavit by the person libelling. The court decided that no such affidavit was necessary, and that the Attorney-General was entitled to give his information *ex officio*.

The third point is whether or not the King can be a witness in a court of law. Apart from the obvious constitutional objections to his Majesty appearing to give evidence before his own judges, there are certain technical difficulties in the way. In the first place, in theory of law, the King is himself the Court of King's Bench, which is supposed to be held *Coram Rege*. It is difficult to see how the King can be both witness and (by a constitutional fiction) judge. That, indeed, is the reason why actions against the King must be brought by "Petition of Right;" the King waives his privilege and allows himself to be sued. And, again, it is obvious that a subpœna—the legal means of bringing a witness before the court—is meaningless in the King's case, since it is a command of the King directing the witness to attend. For both these reasons it seems impossible to doubt the correctness of Sir RUFUS ISAAC'S view that the King cannot give evidence in his own courts.

Scope of Covenants in Sub-Lease.

WE noticed shortly the decision of COLERIDGE, J., in *Clare* v. *Dobson* at the time when it was given (*ante*, p. 2), but the publication of the full report of the case (1910, 1 K. B. 35) makes it worth while to recur to it. The question relates to the scope of a covenant to repair contained in an underlease, which follows in terms the corresponding covenant in the head-lease. Is the liability of the underlessee under such a covenant confined to the damages directly due to the failure to repair, or does it also include further expenses which the lessee has incurred in connection with the proceedings brought against him by the head-lessor?

In *Neale* v. *Wyllie* (3 B. & C. 533) the sub-lessee's covenant was held to have the wider effort. There the head-lessor brought an action against the lessee for breach of the covenant, and the lessee had to pay £10 damages and £57 costs. He also incurred costs to the extent of £48 in defending the action. The court, in deciding that he was entitled to recover these two sums, as well as the £10, observed that otherwise he would be without redress for an injury sustained by the neglect of the underlessee, and not in consequence of his own default; adding, that during the term he could not enter and repair the premises without rendering himself liable to be treated as a trespasser. But this was questioned in *Penley* v. *Watts* (7 M. & W. 601), where the circumstances were similar. The head-lessor had recovered damages from the lessee on the covenant to repair in the head-lease, and the lessee claimed against the underlessee the amount of the damages and also the costs in the former action. The Court of Exchequer (PARKE and ALDERSON, BB.) professed to distinguish *Neale* v. *Wyllie* on the ground that in the case before them there were differences between the two covenants which did not exist, or at least were not noticed, in *Neale* v. *Wyllie*; but the real ground of their decision was that the measure of damages for breach of the two covenants was different, and this reason was more fully developed in *Walker* v. *Hatton* (10 M. & W. 249). "It is now perfectly well settled," said PARKE, B., "that a general covenant to repair must be construed to have reference to the condition of the premises at the time when the covenant begins to operate; as the one lease was granted in 1828 and the other in 1830, allowing an interval of two years, it is clear that the covenants would not have the same effect, but would vary substantially in their operation."

The judgment of the court in *Walker* v. *Hatton* also went on the ground that the lessee had unnecessarily incurred costs in defending the head-lessor's action. He might, Lord ABINGER, C.B., observed, have paid the damages to the head-lessor at once, or he might have subsequently paid them into court; and the consideration that the expenses of repairs recoverable under the two covenants are different does not seem to shew that the under-lessee should not, in addition to the expenses for which he is liable, also pay to the lessee any costs which the latter has properly incurred by reason of the under-lessee's default. It has been considered, however, that the real effect of *Penley* v. *Watts* and *Walker* v. *Hatton* is to establish that the covenant in the underlease is not a contract of indemnity, but is limited to the damages immediately resulting from a breach of it as a covenant to repair. In *Logan* v. *Hall* (4 C. B., p. 624) COLTMAN, J., in referring to *Neale* v. *Wyllie* (*supra*), said that it was overruled by the other two cases just mentioned, and he expressly disclaimed the argument that the lessee was entitled to further relief because he was unable to enter to repair "It was competent," he said, "to the first lessee to stipulate for a right to enter, or to exact a covenant of indemnity; and it is much less inconvenient that it should be so, for then the party knows the effect of the covenant, and the full extent of the liability he incurs."

It thus appears that when the head-lessor sues the lessee on his covenant to repair and recovers damages, and the lessee similarly sues the underlessee and recovers damages, the damages in each case will be those arising immediately from the breach of the covenant upon which the action is brought, and the amounts may differ because, by reason of the different commencements of the lease and the underlease, the measure of damages in each case is different. And since the under-lessee is only liable for the damages so ascertained—these being all the damages that flow from his own breach of covenant—he cannot be required to pay also the costs which the lessee has incurred in defending the head-lessor's action. The lessee is himself in default (see *Blyth* v. *Smith*, 5 Man. & Gr., p. 413), and the costs are result of this default. He can no more recover them from the sub-lessee than he can recover any excess of the damages payable for his own breach of covenant over the damages payable for the sub-lessee's breach. In order to enable the lessee to recover such costs, he must obtain from the sub-lessee a contract of indemnity; though if he obtains a covenant from him to perform all the covenants of the head-lease this amounts to an implied contract of indemnity and has the same effect as an express contract; *Hornby* v. *Cardwell* (8 Q. B. D. 329). At the same time it does not justify the lessee in incurring costs needlessly, in reliance upon recovering them from the sub-lessee. The indemnity extends only to the costs of an action reasonably defended: *Hornby* v. *Cardwell* (*supra*). The effect of the omission in the underlease of a covenant of indemnity was noticed by LINDLEY, L.J., in *Ebbetts* v. *Conquest* (1895, 2 Ch. 377), where he said; "There is not in this underlease any covenant to indemnify the immediate lessor against his liability to his superior landlord in respect of repairs, and under these covenants the immediate lessor cannot get nearly so much in the shape of damages as he might if he were suing upon a covenant of indemnity—for instance, he could not recover the costs of proceedings brought against him by the superior landlord."

In *Clare* v. *Dobson* (*supra*) an attempt was made to upset this result by appealing to the principle of *Agius* v. *Great Western Colliery Co.* (1899, 1 Q. B. 413)—namely, that where there has been a sale and a sub-sale, and a breach of contract is committed by the original vendor, he is liable to pay to the immediate vendee, not only the damages recovered against him by the sub-purchaser, but also the costs which he has reasonably incurred in defending the sub-purchaser's action. It was held that these were costs which naturally resulted from the vendor's breach of contract within the rule in *Hadley* v. *Baxendale* (9 Ex.

341). In *Clare* v. *Dobson* (*supra*) the head-lessor served notice to repair, and, on default in compliance with the notice, commenced an action to recover possession. Ultimately the repairs were executed, and the lessee obtained relief from the forfeiture. He claimed to recover from the sub-lessee the costs which he had incurred in defending the action and obtaining relief. It may be difficult to distinguish in principle between such a case and *Agius* v. *Great Western Colliery Co.* (*supra*), but to apply that decision as between lessee and sub-lessee would be to re-open a question which, as shewn above, has for many years been treated as settled. Whatever may be the rule in other cases in which the liability for breach of obligation is passed on from one person to another, yet, as between lessee and sub-lessee, each is separately liable on the covenant into which he himself entered and no further; and to carry the liability of the sub-lessee beyond the damages resulting immediately from his own failure to repair, he must have entered into an express or implied covenant of indemnity. In *Clare* v. *Dobson* there was no such further covenant, and consequently the lessee, as COLERIDGE, J., held, was not entitled to recover from the underlessee the costs incurred in avoiding forfeiture.

The Conflict of Courts in Egypt.

A GRAVE situation, both juridically and politically, has arisen in Egypt in consequence of the Mixed Courts and the Consular Courts having given conflicting decisions with respect to the status in Egypt of a company incorporated under English law and duly registered in London under the Companies Acts—either the Companies (Consolidation) Act, 1908, or the Acts repealed by the Act of 1908. The situation may be summarized by saying that the Mixed Courts have decided that many companies registered in London, carrying on business in Egypt, and some of whose members are resident in Egypt, have no right to legal recognition in Egypt, and may be ordered to be wound up by liquidators appointed by a Mixed Court, while, on the other hand, the Consular Courts have decided that the Mixed Courts are not competent to make any declaration as to the status of a British company, and have restrained the liquidator appointed by British members from parting with the company's assets to the Mixed Court's liquidators.

The Mixed Courts in Egypt were set up in 1876, and were given "exclusive jurisdiction over all civil and commercial causes, not coming within the Law of Personal Status (*en dehors du statut personnel*), between Egyptians and foreigners, and between foreigners of different nationalities": Article 9 of the *Règlement d'Organisation Judiciare*. It is also enacted by section 4 of the Mixed Civil Code that "questions relating to the legal status and capacity of persons . . . remain in the jurisdiction of the Personal Status Judge (*juge du statut personnel*)." The quotations are taken from what is believed to be the officially recognized English translation. *Statut personnel* would be much better translated as "personal law" or "personal statute," and here means the system of law applicable to an individual by virtue of his having a nationality other than Egyptian or Ottoman. It will be noticed that the case of a corporation is not explicitly referred to.

Two sections of the Mixed Commercial Code must be set out: "46. A limited liability company (*la société anonyme*) can exist only in virtue of a firman of the Khédive, approving the conditions contained in the agreement of association and authorizing the formation of the company. 47. All limited liability companies (*les sociétés anonymes*) which shall be established (*qui se fonderont*) in Egypt shall be of Egyptian nationality, and shall be bound to have their principal place of business in Egypt." Here again exception may be taken to the rendering of *société anonyme* by "limited liability company." "Joint stock company" would be more correct, since the word *anonyme* conveys no suggestion of liability, limited or unlimited, and only means that the company or *société* is one in which the names of the individual members are not publicly disclosed after the manner of a firm-name which contains all the names of the partners. In section 47 the word "establish" (*se fonder*) refers to legal existence in contrast to merely carrying on business. These extracts from the Codes will now enable the juridical aspect of the conflicting decisions to be appreciated.

About three years ago the case of *Reuche* v. *City and Agricultural Lands* (*Limited*) came before the Mixed Courts. The company in this case was registered in London under the English Companies Acts, but its members were apparently all of non-British nationality. The company was declared by the Mixed Courts to be "null and non-existent," apparently on the ground that its members were not of British nationality. Other companies were also declared "null and non-existent" on similar grounds, and about fifty companies altogether were affected by the principle laid down in the Mixed Courts, and went into liquidation. Soon after the first of these cases being thus decided by the Mixed Courts, the British Consular Court declined to recognize the judgment of a Mixed Court, to the effect that a certain defendant company, then in liquidation, was non-existent, as any defence in an action brought by a plaintiff in the Consular Court. The two systems of courts have now come into more direct collision in consequence of the liquidation of the Helouan (Egypt) Development Co. (Limited).

The Helouan Co. was registered in London and had a considerable number of British shareholders. In July, 1908, the company determined to go into voluntary liquidation, and two liquidators were appointed. Subsequently the liquidators were a Mr. RUSSELL (a British subject) and a Mr. ADDAS, who was not a British subject. In May, 1909, a Mixed Court declared the company to be null and non-existent in Egypt, ordered a *liquidation judiciaire*, and appointed liquidators. These official liquidators then called upon Mr. RUSSELL to hand over to them the books and assets of the company. An action was thereupon brought in the Consular Court by some British shareholders to restrain the voluntary liquidator from parting with the assets to the official liquidators, and the text of the judgment delivered by Judge CATOR in the action (*Reid, Barnard, & Co.* v. *Russell*) is given in the *Egyptian Gazette* of December 28th. An order as asked for by the plaintiff was made with costs. The learned judge held that a foreign court had no right to interfere in the domestic concerns of a British company, and that he was bound to hold the company to be British, in view of the certificate of incorporation issued in London, behind which he could not go. He considered the question of the company's legal status, decided by the Mixed Court, to be one of *statut personnel*, and therefore only to be decided by a British court. The decision of the Mixed Court on this question, and their order for winding-up, were thus disregarded, and the conflict between the two courts became direct and complete. It would, of course, be possible to carry the case of *Reid, Barnard, & Co.* v. *Russell* to the Privy Council, with a view to getting the highest authoritative opinion, but there appears to be no method of appealing directly against the decision of the Mixed Courts. In the event of the Consular Court being upheld by the Judicial Committee, the deadlock would be (juridically speaking) complete.

It is difficult to see how the view of the Mixed Courts can be upheld as against the view taken by the Consular Courts. There is, of course, in one sense, no such thing as the "nationality" of a corporation, and it might be urged that on that ground only the provisions in the Commercial Code quoted above as to Egyptian "nationality" of "limited liability" companies could not apply. But, although *société anonyme* does not really cover the conception of the English corporation with limited liability in its members, "nationality" may be so construed as to apply to English corporations as well as French *sociétés*. By "nationality" in this connection is only meant the country, place, or territory which determines what system of law is applicable to the company. Thus, a company incorporated under the English Companies Acts and registered in London has for its "national" law—in other words, for its *statut personnel*—the law of England, and so may be said to be of English "nationality." The Mixed Courts seem to have taken the view that a British company loses its "nationality" by having aliens for its members. This, of course, is not so, and the Companies Acts contain no provisions as to aliens analogous to the Merchant Shipping Acts: see *Princess of Reuss* v. *Bos* (1871,

L. R. 5 H. L. 176). The notion that an English corporation, some of whose members are British and others Egyptian, &c., is, by reason of these varieties of nationality, amenable to the jurisdiction of the Mixed Courts, is perhaps intelligible enough from the point of view of Continental lawyers, but the fallacy which makes that notion plausible is either that English and Continental law are similar, or else that English law may be disregarded.

One argument against the Consular Courts' view is that the question of the legal status of a British company in Egypt is not a question of *statut personnel* at all. This is well refuted by a writer in the *Egyptian Gazette*. He suggests, indeed, that no point of disputed nationality can be decided judicially, but that the capitulations have had the effect of making the question of nationality in every case a matter of administrative decision purely. But clearly questions of the legal status and capacity of a corporation are as much within the sole jurisdiction of the *juge du statut personnel—i.e.*, the Consular Courts—as similar questions relating to an individual.

It remains to notice a practical suggestion contained in the *Egyptian Gazette*. This is to the effect that all British companies should be registered at the consulate, and should, on their purely British membership or directorate falling below a certain standard, lose their British "nationality." This sounds feasible, but the first step surely is to induce the Mixed Courts to reconsider their views of the law of English corporations, or if necessary have the necessary legislation passed in order to compel more respect for the interests of English capital and English shareholders of an English company.

Reviews.

Extradition.

EXTRADITION: A TREATISE ON THE LAW RELATING TO FUGITIVE OFFENDERS. By Sir FRANCIS PIGGOTT, Chief Justice of Hong Kong. Kelly & Walsh (Limited), Hong Kong; Butterworth & Co.

In the preface to the first volume of his Foreign Judgments and Jurisdiction, published in 1908, Sir Francis Piggott gives an outline of the plan on which the series of his works on Nationality and Jurisdiction has been based. These works consist of two volumes on Nationality, one on Exterritoriality, three on Foreign Judgments, and one (the present volume) on Extradition—the criminal aspect of the subject. This book closes the series, all of which will now have been reviewed in these columns. The last of the series is written in the same interesting, if somewhat discursive, style as its predecessors. But for a few defects it would be an ideal treatise on the subject of the Extradition and Fugitive Offenders Acts. To begin with there are an undue number of misprints, varying from slips that are obvious to serious and really time-wasting mistakes in dates and references. Then cases under the Fugitive Offenders Act, 1881, decided in the oversea courts of the Empire are not dealt with. However, notwithstanding these drawbacks, and the omission of some English cases that might well have been looked for, the book is likely to be for some time the best book on the subject of extradition—even for that exacting person the busy practitioner. And if the busy practitioner will only manage to get time to consider the book as a whole, and grasp the principles of the law of extradition as here laid down, he will find his individual cases in practice easier to deal with. The careful perusal of the first fifteen pages will give any lawyer who is strange to the subject a very good idea of the relation of extradition to ordinary municipal law. Extradition cases form almost the only class of cases in which treaties with foreign powers have to be considered in our courts, and the different parts played by the international treaty and the municipal statute law are carefully distinguished and clearly stated by Sir F. Piggott. The book consists of two divisions. The first occupies pp. 1–302, and contains eight chapters on the various aspects of the subject. Of these eight chapters an excellent and concise analysis is given, adding greatly to the usefulness of the book. The other division is a separately paged appendix of some 350 pages, including index. In this appendix are printed all the Extradition Acts, the Extradition Treaties, the Fugitive Offenders Act, 1881, and some of the Canadian and other oversea statutes. The Canadian Act of 1906 is contained in a supplement separately printed. With this volume are also issued some supplementary pages for insertion in the second volume of the author's "Nationality." On the whole, we think this concluding volume is likely to be the most successful and useful of the series begun by the work on Nationality.

Precedents of Wills.

HAYES AND JARMAN'S CONCISE FORMS OF WILLS, WITH PRACTICAL NOTES. THIRTEENTH EDITION. By J. B. MATTHEWS, Barrister-at-Law. Sweet & Maxwell (Limited).

The first edition of this work was published in 1835, so that it has been for three-quarters of a century before the profession. In that time there have been a vast number of decisions on points relating to wills, but most of these are useful rather to explain wills of defective draftsmanship, than to assist the draftsman in preparing a will, and the wealth of judicial authority has not led to any undue increase in the size of the volume. In the main it is a collection of precedents, though both by way of introduction and of notes, useful guidance is given as to the effect of the relevant cases. The text of the Wills Act, 1837, is conveniently placed at the beginning of the book, and on such matters as the revocation of a will, either by a subsequent will or by destruction (section 20), and as to the exercise of a general power of appointment by a general gift (section 27), the notes are very clear and full. The text of the Act is followed by a general view of its provisions, by suggestions to persons taking instructions for and preparing wills, and by directions as to the execution of a will. All this preliminary matter may usefully be consulted by the practitioner before using the precedents. A series of some thirty full forms is first given, including precedents adapted for many various circumstances, and these are followed by miscellaneous clauses which the draftsman can incorporate as required. The precedents themselves are usually short, but to each there are appended notes dealing carefully with the various practical points arising in connection with them. Thus in the notes to Precedent 18, one of the longer of the forms, being a general form of will for a married man disposing of real and personal estate in favour of his wife and children, the leading cases on substitutional gifts and on the rule against perpetuities are shortly stated; and the notes to Precedent 26, on the mode in which advances made by a testator to his children are to be ascertained and brought into account under a clause so providing, will be found to afford useful guidance on a matter which frequently causes practical difficulty. The appendix includes notes on domicile, and on the effect of a testamentary charge of debts.

Books of the Week.

Merchant Shipping.—A Treatise on the Law of Merchant Shipping. By the late DAVID MACLACHLAN, M.A., Barrister-at-Law. Fifth Edition. By EDWARD L. DE HART, M.A., LL.B. (Cantab.), and ALFRED T. BUCKNILL, M.A. (Oxon.), Barrister-at-Law. Sweet & Maxwell (Limited).

Prohibition.—The Law of Prohibition at Common Law and under the Justices' Acts, founded on the Decisions of the Courts of England and Ireland, of the High Court of Australia, the Supreme Courts of New South Wales, Queensland, South Australia, Tasmania, Victoria, and Western Australia, and the Supreme Court of Appeal of the Dominion of New Zealand. By H. R. CURLEWIS, B.A., LL.B (Syd.), and D. S. EDWARDS, B.A., LL.B. (Syd.), Barristers-at-Law. With a Chapter on the Practice in England. By F. J. WROTTESLEY, Barrister-at-Law. Sweet & Maxwell (Limited).

Law as to Electricity.—The Law relating to the Generation, Distribution and Use of Electricity, including Electric Traction. In Two Parts. By C. M. KNOWLES, LL.B., Barrister-at-Law. Part I: Electric Lighting and Power. Part II.: Electric Traction. Stevens & Sons (Limited).

Insurance.—An Analysis of the Law of Insurance. By D. H. J. HARTLEY, M.A. (Cantab.), Barrister-at-Law. Stevens & Haynes.

Licensing.—Guide and Index to the Licensing Consolidation Act, 1910, comprising an Alphabetical Subject and Section Index to the Act, a Table of the repealed Acts shewing the New Section Substituted for each Old One, and a Table of the New Sections shewing under each the Repealed Sections which it Consolidates and Replaces. Reprinted from the "Police Review." John Kempster.

Criminal Appeal.—Criminal Appeal Cases: Report of Balls' Case in the House of Lords and the Court of Criminal Appeal December 15th, 19th, 1910, January 16th, 1911. Edited by HERMAN COHEN, Barrister-at-Law. Vol. VI., Part II. Stevens & Haynes.

It is announced that the King of Norway has conferred upon Sir Albert K. Rollit, solicitor, the Knight Commandership of the National Order of St. Olaf, in recognition of his services to international commercial arbitration, and King George V. has given leave to Sir Albert Rollit to wear the decoration of the Order.

Correspondence.

Valuation of Life Interests for the Purpose of Legacy Duty.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Very few observations are to be found in the text-books on the valuation of life interests for the purpose of Legacy Duty. Such interests are valued according to the tables contained in the Schedule to the Succession Duty Act, 1853, at a fixed rate which takes no account of the security of the capital out of which the life tenant receives his income. Whether the income is derived from Consols, or from preference shares in a public company paying 6 per cent. on their market value, the value of the life interest for the purpose of duty is the same, though its *market* value obviously depends on those considerations.

In a case now in the present writer's hands, a testator has given pecuniary legacies upon trust for his daughters for life, and has also settled shares in the proceeds of sale of his residuary estate upon the same trusts as the legacies. The estate consists in great part of ordinary shares in one company, which it would be prejudicial to realize *en bloc*, and there are also shares in another company for which there is practically no market at all. With the view, therefore, of facilitating the distribution of the estate, the trustees have, under an express power of appropriation contained in the will, appropriated shares in each company in part satisfaction of the settled legacies and shares of residue. The will expressly states that the power is given because the testator apprehends that these shares could not be sold within a year of his death except at a considerable loss, and that, notwithstanding appropriation, the shares are to remain subject to the trust for sale. There is the usual Howe and Dartmouth clause providing that all income pending conversion shall be applied as if it were income arising from proceeds of conversion.

The shares in the first company pay 6 per cent. on their present market value, and those in the second company, so far as it is possible to estimate a market value at all, over 10 per cent. The result is that the average rate of interest earned for the moment on the whole settled funds is about 6 per cent., and the Estate Duty Office claims duty on the basis of the income actually earned. But this is very unfair to the life tenants, for the holding of these shares is a purely temporary measure, and in due course the shares will be realized and the proceeds reinvested in trust securities, with the result of reducing the income perhaps by a third. Under the Legacy Duty Act the life tenant is "chargeable with the duty in respect of such bequest in the same manner as if the annual produce thereof had been given by way of annuity." Is it not arguable that the "annual produce" of a trust fund should be taken, not as the actual income produced from it pending a temporarily postponed conversion, but as the income which may be expected from it when converted and re-invested in proper securities—that is, at the most 4 per cent.? It would be interesting to know whether any of your readers has in such circumstances ever successfully rebutted the claim to duty on the full actual income.

A similar case could be conceived in which the statutory value of the life interest would exceed the actual value of the fund. That occasionally happens in the assessment of succession duty on leaseholds, but it is believed that in such cases the Estate Duty Office accepts duty calculated on the value of the leasehold property itself.

TALON.

Jan. 26.

Finance (1909-10) Act, 1910—Reversion Duty.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We enclose copy correspondence which we have had with the Chancellor of the Exchequer which we think may interest your readers.

ARNOLD & CUBISON.

Dove-court, Old Jewry, London, E.C., Jan. 28.

The following is the correspondence referred to:—

Dove-court, Old Jewry, E.C., 9th January 1911.

Finance (1909-10) Act, 1910.—Reversion Duty, Sections 13, 14, and 15.

To the Right Honourable the Chancellor of the Exchequer,
Whitehall, S.W.

Sir,—In view of the proposed amendments to the above Act in the ensuing session of Parliament, may we beg your consideration of a case which has arisen in actual practice, and which we believe to be typical of many others.

Our client is assignee to two leases granted in 1865 of two important town houses adjoining each other, each lease being for 99 years from 1861, at a ground-rent of £33 per annum.

Before the passing of the Act, our client, being desirous of converting these two houses into one large building for residential flats, applied to the freeholders (who are trustees of the estate of the original lessor) for consent to the proposed alterations. They expressed their willingness to grant such consent upon condition that the two existing leases should be surrendered and one new lease granted of the two houses for a term equal to the residue of the existing terms and at a ground-rent equal to the aggregate of the two existing ground-rents.

An agreement was accordingly prepared to carry such arrangement into effect, but before it was signed the Act came into operation, and the freeholders then required as a further condition that our client should agree to pay whatever Reversion Duty would be payable, otherwise they were advised that they could not as trustees legally consent to the proposed transaction, and our client was therefore compelled to enter into a covenant to pay such duty (if any).

Correspondence took place with the Land Value Duty Department at Somerset House by Messrs. Bailey, Shaw & Gillett, the solicitors for the freeholders, and ourselves, a copy of which is sent herewith, from which it will be noticed that the Department claims that Reversion Duty will be payable.

It would appear according to section 13, sub-section 2, that such duty must be calculated upon the difference in value of the land at this date and the value in 1865 (the date of the granting of the two existing leases), and there appear to be no exemptions or allowance in section 14 which cover this case, although it is clear that no benefit can accrue to the lessors except the benefit of being able by this means to obtain from his lessee payment now of the Reversion Duty in respect of his two leases, which he would otherwise not have had to pay until the year 1960.

For the lessee, on the other hand, it is a great hardship that he should be saddled with a liability which could not be foreseen when he started his negotiation. On the assumption that no new taxes of a retrospective character would be imposed, we had advised our client that the utmost he would be liable for would be duty on the increased value (if any) of the reversion between April, 1909, and the date of the determination of the lease.

Unless it is proposed to vary section 13 so that it shall not be retrospective, it is submitted that an exemption or allowance should be made when, as in the present case, no present benefit whatever accrues to the lessor.

Awaiting hearing from you with a favourable reply.—We are, your obedient servants, (Signed) ARNOLD & CUBISON.

Treasury Chambers, Whitehall, S.W., 17th January, 1911.

Gentlemen,—In reply to your letter of the 9th instant, relative to the payment of Reversion Duty on the merger of a lease in the freehold, I am desired by the Chancellor of the Exchequer to inform you that he has at present under consideration proposals for amending the Finance (1909-10) Act with a view to removing the hardship to which you refer.—Yours faithfully, (Signed) R. G. HAWTREY,

Messrs. Arnold & Cubison.

The London University and Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I suggest, in the interest of young members of the solicitors' profession, that the Law Society might make representations to the London University to exempt them from the Matriculation Examination on the following grounds:—

The Northern Universities exempt solicitors of certain years of standing from the Matriculation Examination, but this is of little use as attendance at lectures for three years is required, and a man in practice cannot find this time, while attendance at lectures is not required at London for external students.

If, say, exemption was allowed for men of ten years' standing, no harm would be done, as all the other examinations must be passed.

Surely it is time that all preliminary examinations should be of one standard and thus interchangeable.

The present legal student is being catered for, and his study from a scientific standpoint looked after, but men of ten or more years are in no way encouraged to study law except as a means of money making.

SUBSCRIBER.

The report of the Executive Committee of the Parliamentary Labour Party says that in consequence of the Osborne judgment twenty-two trade union societies "were brought into court, and injunctions were issued against them, forbidding them to continue the practice which some of them have carried on for over forty years. These injunctions affect the financial position of twenty members of Parliament, who, as their unions can no longer subscribe to our Parliamentary Fund, are, under the strict reading of the Constitution, no longer eligible to receive payments from it."

CASES OF THE WEEK.

High Court—Chancery Division.

Re **BYTHWAY. GOUGH** *v.* **DAMES.** Joyce, J. 27th Jan.

ADMINISTRATION—EXECUTOR—LEGACIES—APPROPRIATION BY EXECUTOR TO HIMSELF AS LEGATEE—ADEMPTION.

An executor cannot appropriate, in or towards satisfaction of a pecuniary legacy bequeathed to himself, securities having no exact value.

By his will, dated the 25th of November, 1905, Major William Bythway (among other provisions) appointed his wife sole executrix and trustee thereof, and bequeathed to her three separate legacies of £200, £10,000, and £1,000 respectively, directing that the two latter legacies should be retained by or paid to her in full in priority to all his other legacies. He devised and bequeathed to her his residuary real and personal estate upon trust for sale and conversion, payment of his funeral and testamentary expenses, debts, and legacies, and investment of the residue; and he directed her to hold the investments upon trusts for herself for life or widowhood with remainders over. The will contained an express power to postpone conversion, and to continue unauthorised investments. The testator died in June, 1907, leaving, as part of his residuary estate, some debentures and ordinary shares in a tin plate company. The company was a prosperous one, but its shares and debentures were not quoted on any Stock Exchange. Mrs. Bythway, who was unwilling to sell, decided to retain them herself in part satisfaction of her legacies of £10,000 and £1,000; and in August, 1908, acting on advice and in good faith, she executed two transfers to herself for the nominal consideration of ten shillings in each case. She took the securities at a valuation supplied by the secretary of the company, and used for probate. She made her will in November, 1907, and died in November, 1908. By her will, after reciting that she was entitled under her husband's will to his freehold house and two several legacies or sums of £10,000 and £1,000 respectively, she devised and bequeathed the house and the said two several sums upon certain trusts. On her death a question arose as to the effect of the two transfers, and a summons was taken out by a beneficiary in remainder to her under her husband's will, against the executrix and trustee of her will, asking for a declaration that Mrs. Bythway was not entitled to, and did not, effectually appropriate the shares and debentures, and (if the appropriation was held to be effectual) to determine whether Mrs. Bythway's bequest of the two legacies or sums was to any extent adeemed, or passed the shares and debentures, by reason of the appropriation. During the argument, Joyce, J., came to the conclusion that the appropriation was invalid.

JOYCE, J., in delivering judgment, observed that it had often been said that the doctrine of ademption, more frequently than not, frustrated the intention of the testator. It was not without satisfaction that he saw the liberal way in which Fry, J., dealt with that question in *Morgan* v. *Thomas* (1877, 25 W. R. 750, 6 Ch. D. 176). It always came back to a question of construction. The first thing to do was to determine what was given by the will, and the next was to ask where that which was given was. He was not prepared to say that Mrs. Bythway's bequest of "the two several sums" was a specific gift; but, taking it as such, had those two sums ceased to exist? It was said that as to part there had been a payment or ademption, not that they had ceased to exist. But he held that the testatrix had no power to appropriate to herself a security with no market value, and at her own price. She was entitled to payment of her legacies, on accounting for what she had taken. The legacies continued to exist. The terms of Mrs. Bythway's will were ambiguous; but he thought he would effectuate her intention (as was done in *Morgan* v. *Thomas*) by holding that there was no ademption, and therefore that those sums still existed for the purpose of the bequest.—COUNSEL, *Hughes*, K.C., and *Tomlin*; *Younger*, K.C., and *R. Nevill*. SOLICITORS, *Few & Co.*, for *Bythway & Son*, Pontypool; *J. B. Somerville*, for *Brodie & Walton*, Llanelly.

[Reported by H. F. CHETTLE, Barrister-at-Law.]

BIBBY & BARON (LIM.) *v.* **STRACHAN & HENSHAW (LIM.).** Joyce, J. 12th and 26th Jan.

PRACTICE—COSTS—TAXATION—PATENT ACTION—DISCONTINUANCE WITH LEAVE OF COURT—COSTS OF PARTICULARS OF OBJECTIONS—R.S.C. XXVI. 1; LIIIA. 22.

Ord. 53A, r. 22, of the R.S.C., which provides that the costs of particulars of objections, delivered by the defendant in an action for breach of patent, shall be in the discretion of the taxing master, will be applied to actions discontinued whether with or without the leave of the court.

This was a procedure summons taken out by the defendants in a patent action. The plaintiffs had issued notice of trial and a notice to admit facts, and subsequently applied for leave, under ord. 26, r. 1, of the R.S.C., to discontinue the action. The defendants wished it to be imposed as a condition of such leave that the plaintiffs should pay the costs of the particulars of objections delivered by the defendants. The defendants argued at the hearing of the summons that ord. 53A, r. 22, which provides that the costs of particulars of breaches and particulars of objections shall be in the discretion of the taxing master, was not applicable to discontinuance with the leave of the court, and would leave the defendants in a worse position than the old practice of imposing a term.

JOYCE, J.—This is an action for infringement of a patent. A question has arisen as to the costs of particulars of objections where the plaintiff gets leave, under order 26, rule 1, to discontinue. Ord. 53A, r. 22, was promulgated in June, 1906. Before this rule, where the plaintiff had to get leave to discontinue, it was usual to impose as a term of such leave being given that the plaintiff should pay the costs of the particulars of objections; otherwise the defendant could not get costs, since (the action not going to trial) a certificate of the propriety of the objections could not be obtained under the Act of 1883. But now, under order 53A, the taxing master might, in his discretion, allow these costs; and, if the discontinuance was at an earlier stage of the proceedings, costs could not be obtained except from the taxing master exercising his discretion. The question here is whether the plaintiff should have to submit to pay the costs of the particulars of objection without the question of the propriety of the objections being submitted to the taxing master under order 53A. I am not sure whether order 53A does not in its terms compel me to leave these costs to the taxing master. But, at all events, I think it is a right and proper thing to be done in the circumstances; and I, therefore, decline to make it a condition of leave to discontinue that the plaintiff should pay these costs.—COUNSEL, *J. H. Gray*; *Colefax*. SOLICITORS, *F. Stuttaford*, for *Blair & Seddon*, Manchester; *Guscotte, Wadham, & Co.*, for *J. H. King*, Bristol.

[Reported by H. F. CHETTLE, Barrister-at-Law.]

NAPIER *v.* **WILLIAMS.** Warrington, J. 18th Jan.

COVENANT—JOINT AND SEVERAL COVENANTS—LESSEE COVENANTING WITH HIMSELF AND OTHERS — INVALIDITY OF COVENANTS — COVENANTS RUNNING WITH LAND—ASSIGNEES NOT BOUND.

A covenant by one with himself and others jointly is void. Therefore, if a lessee purports to covenant with himself and other lessors jointly, although the covenant if valid is of such a kind as to run with the land, yet an assignee of the term is not bound in law or in equity. Ellis *v.* Kerr (54 SOLICITORS' JOURNAL, 307; 1910, 1 *Ch.* 529) *followed.*

The plaintiffs in this action were the present trustees of the will of A. T. Roberts, and as such were the successors in title of three persons who, by a lease dated the 16th of March, 1894, purported to demise certain hereditaments forming part of the testator's estate to one of themselves. The defendants were assignees of this lease. The substantial question in the action was whether the defendants were personally bound to perform certain covenants by the lessee expressed to be contained in the lease. The rent had been paid, and no question arose as to that. The defendants did not deny that if the covenants were not performed the plaintiffs might re-enter and determine the lease. They contended only that the so-called covenants were inoperative in law, and created no obligation by which they could be personally bound. The facts were as follows:—The testator was at his death seised of No. 5, Hackney-road, for an estate in fee simple. By his will, dated the 28th of July, 1892, he appointed his sons Carlton Roberts and Clarence Edgar Roberts and Clement Joslin trustees and executors thereof, and directed that his trustees should grant to his said son Carlton upon his request, or to such persons as he should appoint, a lease of the said premises for any term not exceeding twenty-one years in possession from the testator's death, the rent to be determined by two arbitrators, one appointed by his said son, and the other by his trustees, or by an umpire in case of disagreement, such lease to contain covenants on the part of the lessee to keep, and at the end of such term to deliver up the said premises in good and substantial repair, and such other covenants and provisions as are usual in a London repairing lease. Testator devised the said premises, subject to the lease so to be granted to his trustees in fee in trust for sale. By codicil dated the 25th of January, 1893, he appointed T. B. Napier a trustee and executor, in addition to the three trustees named in his will. Testator died on the 26th of February, 1893, and his will and codicil were proved by Carlton Roberts, C. E. Roberts, and T. B. Napier, Clement Joslin having renounced and disclaimed. Subsequently Carlton Roberts accepted a lease, in accordance with the terms of the will. This lease was dated the 16th of March, 1894, and made between Carlton Roberts and his two co-trustees of the one part, and Carlton Roberts of the other part. The lessee thereby purported to covenant for himself, his executors, administrators, and assigns, with the lessors, their heirs and assigns (*inter alia*), that he would repair the premises and deliver them up at the end of the term, and that he would not assign without consent. The lease contained the usual power of re-entry in the event of a breach of any of the covenants. Carlton Roberts entered into possession under the lease, and used the premises for the purpose of his business. In 1898 he sold the business to A. T. Roberts, Sons, & Co. (Limited), and assigned the premises to them for the residue of the term. By a debenture trust deed, dated the 11th of July, 1898, the company assigned the premises to the trustees of that deed for the residue of the term. The defendants are the present trustees of that deed, and the security having become enforceable they, on the 25th of June, 1910, appointed a receiver. Neither the present nor any former trustees of the debenture trust deed have ever been personally in possession, or paid any rent, which was paid first by the company and then by the receiver. The defendants insisted that by reason of these facts the covenantor was himself one of the covenantees, and that the covenants were joint, and not joint and several, and were void and ineffectual, and created no obligation by which they were bound. The

plaintiffs, on the other hand, contended that even at law the defendants were bound, and that if this were not so, yet they were bound in equity.

Warrington, J., after finding by his judgment that there was no ground for rectifying the covenant, and that the defendants were tenants under the lease, continued: "The demise itself, namely, by three joint tenants in fee to one of themselves, gives rise to difficult questions as to the nature of the interest taken by the lessee. No statutory provision is applicable. Section 21 of 22 & 23 Vict., cap. 35, relates to assignments of chattels real by an assignor to himself and another, and does not relate to leases of freeholds. Section 50 of the Conveyancing Act, 1881, by virtue of the definition of conveyance, applies to a lease of freehold land, but only enables such a lease to be made by one to himself jointly with another, and has no reference to a lease by two or more to one of themselves alone. What is the effect, then, at common law of such a demise at the present. The lessee is already seised *per my et per tout*, and the demise by the lessee himself can have no effect, for any term granted by himself would merge in the fee. The other two joint tenants could make an effectual demise of their two-thirds, but they would thereby sever the joint tenancy. I think that the effect must be that the joint tenancy is severed during the term, and that the lessee is entitled to the two-thirds of the land by virtue of the lease, remaining seised of his one-third for his original estate in fee. If this is the right view, I can see many serious difficulties in the plaintiff's way, but I prefer to dispose of the case on other grounds, and will therefore treat the matter as if there were no question arising on the form of the demise itself. The question as to the effect in law of a covenant by one with himself and others jointly has recently been discussed before me in *Ellis* v. *Kerr* (1910, 1 Ch. 527). After reviewing the authorities I came to the conclusion in that case that such a covenant is void, and creates no legal obligation on the covenantor. I see no reason to alter the view I then expressed, nor can I distinguish the present case from *Ellis* v. *Kerr*. I am of opinion, therefore, that at law the covenants in question were void, and could not have been enforced against the covenantor. But it is contended that though that might be so, the provisions they embody are a burden on the land, and bind an assignee by reason of the privity of estate between him and the lessor. It is true that in general a lessee's covenant of the nature of those in question runs with the land, and the assignee can be sued by reason of the privity of estate between the parties. Privity of estate is an essential condition of the liability, but it does not create it. This is only effected by the covenant. If there is no covenant there can be no liability. At law, then, I think the plaintiff's case ought to fail. Have they any better right in equity? It may be conceded that the relations between the lessee himself and his co-trustees and the beneficiary, and the circumstances under which the lease was granted, would render him liable to perform the obligations which the lease purported to confer upon him. The assignees must, no doubt, be treated as having notice that the lessee was a trustee, and that the lease was granted in pursuance of the will. As regards the nature of the interest they took under the lease, it may well be that it would be subject to the same equities as the interest thereunder of the lessee, and, as I have already pointed out, the defendants do not deny that this is so, for they admit that the lease may be determined unless they perform its conditions. But to impose on the assignees a personal liability by reason of notice is a totally different matter. There is no principle and no authority by virtue of which it could be imposed in such a case as the present. In my opinion, therefore, neither at law nor in equity could the performance of the so-called covenants be enforced by action against the defendants, and as the contrary view is that which is really propounded in the form of declaration asked for by the trustees, I simply dismiss the action with costs.—Counsel, for the plaintiff, *Henry Terrell*, K.C., and *J. Rolt*; for the defendant, *Cave*, K.C., and *P. S. Stokes*. Solicitors, *Smith, Rundell, & Dods*; *Emmanuel & Simmonds*.

[Reported by Percy T. Carden, Barrister-at-Law.]

Re **LACON'S SETTLEMENT. LACON** *v.* **LACON.** Swinfen Eady, J. 28th Jan.

Settled Land Acts, 1882 to 1890—Lease by Tenant for Life Without Impeachment of Waste—Breach of Lessee's Covenants to Keep in Repair—Sum Recovered in Respect of such Breach—Whether Trustees or Tenant for Life Entitled to such Sum.

Sums recovered in respect of breach of covenant and dilapidations from a tenant of a mansion house under a lease granted under the provisions of the Settled Land Acts, by a tenant for life without impeachment of waste, are capital moneys payable to the trustees of the settlement, and not to the tenant for life.

The question raised by this originating summons was whether a sum in respect of dilapidations paid by a lessee of a mansion house under a lease granted by a tenant for life under the Settled Land Acts was capital payable to the trustees of the settlement, or was payable to a subsequent tenant for life. The facts were, shortly, these: The mansion house in question, Ormesby House, Norfolk, was settled in strict settlement by the will of Sir Edmund Lacon, who died in September, 1858. The testator's eldest son, the tenant for life under the settlement, in December, 1888, granted a lease of Ormesby House for a term of twenty-one years, with the consent of the trustees, the plaintiffs in the present action. The lessee covenanted (*inter alia*) to keep the mansion house in good and substantial repair. The lessor died on the 11th of August, 1899, without having had any issue, and thereupon his nephew, the defendant, became tenant for life without impeachment of waste of the settled property. The lease expired on the 11th of October, 1909, and thereupon a claim was made against the representative of the lessee for damages for breach of covenant. The claim was settled by the payment of £1,000 in respect of dilapidations of buildings, loss and damage to chattels, loss of rent and surveyor's charges. The question now involved was whether an apportioned part of this sum attributable to dilapidations belonged to the trustees, or to the defendant as tenant for life in possession without impeachment of waste.

Swinfen Eady, J., in the course of his judgment, said: A tenant for life exercising an ordinary leasing power conferred upon him by a will or settlement, and apart from the Settled Land Acts, has not been regarded as a trustee of the power. One of the consequences of the power being considered non-fiduciary is that such a tenant for life may lease to a trustee for himself, so long as the terms of the power are complied with: Sugden on Powers, 8th ed., 717; Farwell on Powers, 2nd ed., 564; *Wilson* v. *Sewell* (1766, 4 Burr. 1975), and *Cardigan* (*Earl*) v. *Montague* (Sug. Pow., 918). The defendant, in support of his contention that he is entitled to the amount apportioned in respect of dilapidations to buildings, insisted that it was in the nature of a casual profit belonging to the tenant for life, and relied upon the case of *Noble* v. *Cass* (1828, 2 Sim. 343). But in that case the trustees, who had brought an action against the assign of the lessee for breach of covenants and dilapidations, and had recovered £500 damages, were only possessed of an estate during the life of Ann Noble, the equitable tenant for life. They declared in that action, as assignees, for the life of Ann Noble, of the reversion of the premises expectant upon the lease. The trustees were not trustees of the inheritance, and after the decease of Ann Noble there was a legal remainder to certain other persons as tenants in common in fee simple. It was under these circumstances that the Vice-Chancellor refused to hold that the damages were something accruing to the inheritance, and said that he would be introducing a new equity if he were to hold that damages recovered in an action for a breach of a covenant running with the land were to be considered as part of the inheritance. Although, as a general rule, a tenant for life is entitled to make all the profit he can out of all the legal incidents of his life estate without any liability to account, he stands in a different position when he exercises the powers conferred on tenants for life by the Settled Land Acts. The effect of section 53 of the Settled Land Act, 1882, is to make the tenant for life a trustee in respect of all powers conferred upon him by the Act, and to make him accountable as such. He is in the position of a trustee for all parties entitled under the settlement, as regards the exercise of the statutory leasing powers. He could not, therefore, lease to a trustee for himself. In *Chandler* v. *Bradley* (1897, 1 Ch. 315) Stirling, J., declared a lease granted by a tenant for life to be void, on the ground that he had received the sum of £21 for himself as an inducement to execute the lease. The judge held that the case was to be regarded as governed by the ordinary law applicable to dealings with trustees and other persons in a fiduciary position, and on that footing granted the beneficiaries relief, refusing to enter into the question whether or not they had been damnified by what had been done. Having regard to the fact that the position, duties, and liabilities of a trustee are imposed upon a tenant for life in relation to the exercise of the powers conferred upon him by the Settled Land Acts, it was decided by Bigham, J., in *Mitchell* v. *Armstrong* (1901, 17 T. L. R. 495), that damages recovered by a tenant for life for breaches of the covenant to repair contained in a lease under the Settled Land Acts, belonged to the tenant for life as trustee for the trust estate, and must be paid to the trustees of the settlement. If a tenant for life granted a lease of a house, and the lessee covenanted to insure against fire, and failed to observe the covenant, and the house was destroyed by fire, the lessor might, in an action for damages for breach of covenant, recover the value of the building burnt down and lost, which ought to have been insured: *Ex parte Bateman* (1856, 25 L. J. Bk. 19, 2 Jur. N. S. 265) relied upon by Erle, C.J., in *Betteley* v. *Stainsby* (12 C. B. N. S., at p. 499), and Mayne on Damages, 8th ed., 332. Certainly the tenant for life could not recover, and keep for his own benefit, the damages arising from the breach of such a covenant. The same principles of equity would be applicable as were applied by Kindersley, V.C., in *Pole* v. *Pole* (1865, 2 Dr. & Sm. 420), where he held that £3,000 paid to a tenant for life to withdraw his opposition to a railway Bill must be treated as capital money, to be held on the trusts of the settlement. See also *Re Rodes, Sanders* v. *Hobson* (1909, 1 Ch. 815). In my opinion, having regard to the true construction and effect of section 53 of the Settled Land Act, 1882, the sum apportioned in respect of dilapidations to buildings is payable to the trustees of the settlement, and not to the tenant for life for his own benefit. This is in accordance with the view taken in Hood and Challis's Conveyancing, &c., Acts, 7th ed., 243, in Wolstenholme's Conveyancing, &c., Acts, 9th ed., 335, 412, and in Gover on Capital and Income, 2nd ed., 5. I concur in the view which the text writers have expressed on this subject.—Counsel, for the trustees, *J. M. Stone*; for the tenant for life, *T. T. Methold*. Solicitors, *Wellington Taylor*; *Grover, Humphreys, & Son*.

[Reported by Percy T. Carden, Barrister-at-Law.]

Re **WILLIAMS' SETTLEMENT.** Eve, J. 25th Jan.

Settlement—Covenant to Settle After-acquired Property—Contingent Interest—Falling into Possession During Coverture.

A marriage settlement contained a covenant by the wife, that if she should at any time during the coverture become entitled in any manner, and for any estate or interest, to any real or personal property, it

should be settled. At the date of the marriage she was entitled to a contingent interest which fell into possession during the coverture.

Held, that the interest was caught by the covenant.

Archer *v.* Kelly (1 *Dr. & Sm.* 300) *followed.*

This summons raised questions as to the construction of a covenant to settle after-acquired property. The plaintiff at the date of her marriage was entitled in possession to one-third of certain property, part of which consisted of sums invested on mortgage. She was also entitled contingently to another third, which fell into possession during the coverture. The marriage settlement was effected by two deeds of even date. By the first the plaintiff assigned to the trustees all her shares and interests in the mortgage debts, and all other, if any, her share and interest in the mortgage debts and other property upon trust to raise £12,000, and stand possessed thereof upon the trusts of a deed of even date, and subject thereto upon trust for the plaintiff absolutely. By the deed of even date the £12,000 was settled upon the usual trusts of the wife's fortune, and the plaintiff covenanted that if she should at any time during the coverture become entitled in any manner, and for any estate or interest, to any real or personal property exceeding in value £500, then she would settle it upon the trusts therein contained.

Eve, J.—The first question is, Did the assignment extend so as to include the plaintiff's contingent interests in her brother's share of the mortgage debts, and if so, is the plaintiff's interest in the share of her brother held upon trust for the plaintiff absolutely, or is it caught by the covenant? I answer the first question in the affirmative. The assignment is plain and unambiguous, and the construction which would exclude the contingent interests really strikes out of the deed the words "and all other, if any, her share and interest in the mortgage debts." The contingent interests were, therefore, assigned, but subject to this, they are held under the settlement upon trust for the plaintiff absolutely. But it is said that the contingent interest, having fallen into possession, such interest is bound by the covenant, and is payable to the trustees and not to the plaintiff under the ultimate trust in the assignment. I do not accept this view. In my opinion, whatever passed under the assignment is held upon the trusts of that deed wholly unaffected, except to the extent of the £12,000, by the trusts of the second deed, and the covenant must be read in the light of the trusts in the first deed, and so as not to defeat these trusts. I hold, therefore, that the moneys representing the plaintiff's interest in her late brother's share of the mortgage debts are payable to her, and are not subject to the covenant. But a further question arises with respect to the plaintiff's share of the property, other than the mortgage debts, which has fallen into possession by the death of her brother. This is not affected by the assignment, and the question turns solely upon the covenant in the settlement. The covenant, it is to be observed, is so framed as to be applicable to after-acquired property only, and is wide enough to cover any contingent interest coming into existence after the commencement of the coverture. Does such a covenant sweep in property in which the covenantor had a contingent interest at the date of the marriage, and which falls into possession during the coverture? I think the answer to that question is supplied by authority. In *Archer v. Kelly* (1 Dr. & Sm. 300), Kindersley, V.C., had to construe a covenant relating, as the covenant does here, solely to property to be acquired after the marriage. The language there was that if the husband and wife, or either of them in her right, should "by gift, descent, succession, or otherwise howsoever become entitled to any real or personal estate," and the Vice-Chancellor, in holding that a share in realty, to which the wife was contingently entitled at the date of her marriage, and which fell into possession during the coverture, was within the covenant, observed: "The word 'become' in its usual and proper acceptation, imports a change of condition—that is, the entering into a new state or condition by a change from some former state or condition. The word 'entitled' may mean entitled in possession or entitled in reversion or remainder." And then, having stated that at the time of the marriage the wife's interest was contingent on an event which had happened during the coverture whereby the wife had become entitled to a vested estate, he proceeds: "There is a change in the condition of her estate or interest in the property; she has, during the coverture, become entitled to the property for a new estate or interest, and therefore this property falls within the terms of the covenant. The plain and natural import of the terms of the covenant has been complied with." Here the language is, if the wife should "at any time during the coverture become entitled in any manner and for any estate or interest to any real or personal property," and I cannot see any substantial difference between this covenant and that in *Archer v. Kelly*. Nor do I think any doubt is thrown upon the correctness of that decision by anything that was decided or implied either in *Re Michell's Trusts* (9 Ch. D. 5) or in *Re Bland's Settlement* (1905, 1 Ch. 4). Accordingly, I hold that the plaintiff's share in the property, other than the mortgage debts, which fell into possession on the death of her brother, is within the terms of the covenant.—Counsel, *P. O. Lawrence*, K.C., and *A. B. Terrell*; *R. A. Griffith*. Solicitors, *Lemon & Co.*; *Peacock & Goddard*, for *S. R. Dew & Co.*, Bangor.

[Reported by S. E. Williams, Barrister-at-Law.]

Re **WHITFIELD, Deceased. HILL** *v.* **MATHIE.** Parker, J. 24th Jan.

Will—Gift During Widowhood—Deceased Wife's Sister's Marriage Act, 1907 (7 Ed. 7, c. 47), s. 2—Existing Rights and Interests.

A testator gave all his property to trustees upon trust to pay the income thereof to his widow for life or until she should re-marry. The widow married her deceased sister's widower, and upon this marriage being legalised by the Deceased Wife's Sister's Marriage Act, 1907, the trustees ceased paying her the income.

Held, that according to section 2 of the Deceased Wife's Sister's Marriage Act, the lady's interest in the testator's estate had not determined.

Herbert Whitfield, by his will, made in 1902, gave all his real and personal estate to trustees upon trust to pay the income arising therefrom to his widow for life "if she shall so long remain my widow," with certain gifts over. In the year 1904 the widow went through the form of marriage with the widower of a deceased sister, but as such a marriage was then invalid, the trustees regarded her as still being the widow of the testator, and continued to make her payments of income. In 1907 the Deceased Wife's Sister's Marriage Act made the marriage valid, and the trustees refused to make any further payments of income; thereupon this summons was taken out for a declaration that the lady's interest, being an interest existing at the time when the Act came into force, was not prejudicially affected by the Act.

Parker, J., said that at the time when the lady went through the form of marriage with the widower of her deceased sister, such a marriage was invalid according to the civil and ecclesiastical law then existing. She did not therefore cease to be the testator's widow, and the trustees continued to pay her the income arising from the testator's estate. Upon the passing of the Deceased Wife's Sister's Marriage Act, 1907, the lady became legally married to her deceased sister's widower, and the question then arose as to whether the trustees could continue to pay her the income. Section 2 of the Act provided that "no right, title, estate or interest, whether in possession or expectancy, and whether vested or contingent at the time of the passing of this Act existing in . . . respect of . . . property . . . shall be prejudicially affected, nor shall any will be deemed to be revoked by reason of any marriage heretofore contracted . . . being made valid by this Act." It was to be observed that the words were very wide, and were not expressly confined to the rights of the so-called husband and wife, but were wide enough to include the rights of third parties. In his lordship's opinion the legislature had intended to make valid a marriage which had been previously invalid, but had no intention of interfering with any rights of property which depended upon the marriage not being a valid one. In the present case the lady had at the date of the Act an estate for her widowhood, and the section provided that this estate should not be prejudicially affected, although the marriage had been made valid. His lordship therefore held that the lady was still entitled to the income.—Counsel, *A. Underhill*; *W. L. Richards*; *J. Austen-Cartmell*. Solicitors, *Maude & Tunnicliffe*, for *Dallow & Dallow*, Wolverhampton; *Wainwright & Co.*, for *B. L. Feibusch*, Wolverhampton; *H. A. Sims*, for *Rhodes & Son*, Wolverhampton.

[Reported by F. Briggs, Barrister-at-Law.]

High Court—King's Bench Division.

ASTELL *v.* **BARRETT.** Div. Court. 20th and 23rd Jan.

Election Law—Parliamentary Registration Appeal—Evidence—Prima Facie Proof of Ground of Objection—Evidence in Support of Claim—Legal Admissibility—Right of Appeal from Barrister.

Where prima facie *proof of objection had been given to the name of a person being retained on the occupation list, on the ground that he was a lodger and not an inhabitant occupier, a revising barrister admitted the evidence of a canvasser employed by the town clerk, who, reading from his notes, deposed that the landlady of the premises had told him that the rooms where the voter resided were let to him unfurnished; that he had separate and exclusive occupation of them, and that she performed no services whatsoever for him, and exercised no control over the premises. Neither the landlady nor the voter were present; but a party registration agent stated that he had authority to appear for the voter. On the evidence admitted, the barrister decided that the case came within the decision of* Kent *v.* Fittall No. 1 (1906, 1 *K. B.* 60), *and that the* prima facie *proof of the ground of objection was rebutted, and he retained the name of the voter on the list.*

Held (1) *that as it was clear the barrister could not have purported to admit this evidence as being legally admissible, and as his decision was one of law, or of mixed fact and law, an appeal lay to the High Court, notwithstanding section 65 of the Parliamentary Registration Act,* 1843. (2) *That when a ground of objection has been* prima facie *established, evidence put forward in support of the claim must be legally admissible. Accordingly, as the evidence admitted was not legally admissible, but mere hearsay, the appeal would be allowed, and the name of the voter struck off the list.*

This was a case stated by a revising barrister, in which it was stated that the name of Alfred Bennett (herein called the voter) appeared on the Occupation List in respect of his occupation of a dwelling-house at 20, Wakefield-street. The notice of objection alleged that the voter had not occupied the qualifying premises as owner or tenant for twelve months immediately preceding the 15th of July, that he had not for twelve months immediately preceding the 15th of July been the inhabitant occupier of the said dwelling-house, and that within such period he

had been a lodger; that his apartments were not occupied by him free of any control of the landlord, and were not separately rated or rateable as for an occupier. It was admitted that the house in which the voter's rooms were situate was an ordinary dwelling-house; that the landlady resided in the house, and paid rates for the whole house. "I [the revising barrister] then held that *primâ facie* proof of the objection had been given so as to satisfy the Registration Act, 1878, s. 28, sub-sections 10 and 11. The voter was not present, but a party registration agent was in court, and stated that he had authority to appear for him. The agent did not produce either the voter or his landlady to give evidence to rebut the objection, but relied on the evidence offered by the town clerk. In order to ascertain the facts, I proceeded to examine the person employed by the town clerk. He was one of a staff of official canvassers whose duty it was to call at the several houses and obtain from the resident landlord, or some other person competent to give it, all necessary information as to the terms of the occupation of the respective inmates. The canvasser produced his canvass book containing his notes made at the actual time of each inquiry, and, reading therefrom, deposed that he had been expressly informed by the landlady of the house in question that the premises occupied by the voter were let to him unfurnished; that he had separate and exclusive occupation; that she performed no services whatsoever for him, and exercised no control over the premises. On this evidence, which was uncontradicted, I decided that the case came within the decision of *Kent* v. *Fittall* (1906, 1 K. B. 60), and that the *primâ facie* evidence was rebutted, and retained the name of the voter on the list of voters. I overruled these contentions, and I further held that the effect of the aforesaid evidence was to establish a matter of fact only, and I was of opinion that the circumstances of the case brought it within the decision of *Storey* v. *Bermondsey* (1910, 1 K. B. 203)."

Lord Alverstone, C.J., and Hamilton, J., having given judgment to the effect stated in the head-note,

Avory, J., gave the following judgment: The Court of Appeal has laid down two propositions in relation to this matter. First, they have said that if it appears, on the facts as stated in this case, that if the revising barrister has misdirected himself in law, the court will reverse his decision. That appears from the case of *Kent* v. *Fittall No.* 1, (*supra*, at p. 69) where the late Lord Collins said: "If we had before us all the evidence upon which the barrister has arrived at his conclusion as to the control of the landlord, the matter might have been different. It might have been possible to say that the conclusion could only have been arrived at by misdirection on a matter of law, but on the case before us there is nothing to show this." Also the Court of Appeal has decided that evidence in support of a claim when a ground of objection has been *primâ facie* established, must be evidence legally admissible. That was decided in *Storey* v. *Bermondsey* (1910, 1 K. B. 203). This court has decided that there must be evidence that the landlord has relinquished his right of control, and that the mere fact that he has not exercised it is no evidence that his right has been relinquished. Now, section 65 of the Parliamentary Registration Act, 1843, provides that there shall be no appeal from a revising barrister on a question of fact, and no appeal from him as to the admissibility of evidence. Applying this test, I am unable to discover that this was a question of fact, and I am unable to find any explicit statement that this evidence which was admitted was admitted as being legally admissible. What the barrister said was: "I take the view that the evidence of the canvasser, being obtained in the course of his employment by the town clerk, is admissible." I decline to believe that any revising barrister could take the view that such evidence as this was legally admissible. Further, I do not find in the case any explicit finding by the revising barrister that the landlady had relinquished her right of control. In paragraph 7 of the case the barrister says that on this evidence, which was uncontradicted, he decided that the case came within the decision in *Kent* v. *Fittall* (1906, 1 K. B. 60). The finding of fact in that case was very different. It is to be found in the judgment of Lord Collins at p. 68: "It is found also in the broadest terms that the man had the exclusive enjoyment of his room, and that the landlord had not, by agreement or otherwise, any right to interfere with, or exercise control over, the room, or the user of it." So that in that case there was an express finding of fact that the landlord there had no right of control over the room or its user. There was no such finding of fact in this case.—Counsel for the appellant, *Daldy;* for the respondent, *G. W. Ricketts.* Solicitors, *Bull & Bull; Davenport, Cunliffe, & Blake.*

[Reported by C. G. Moran, Barrister-at-Law.]

PUNAMCHAND SHRICHAND & CO. v. TEMPLE. Scrutton, J. 13th Jan.

Accord and Satisfaction—Creditor Paid Lesser Sum by Third Party in Settlement of Debt—Sum Placed to Account and Action Brought Against Debtor—Liability.

T. owed P. a sum of money on a promissory note. T.'s father sent P. a less sum in full settlement. P. kept the sum sent, but stated that he did so on account only, and applied for the balance. P. subsequently sued T. for the balance.

Held that P. was entitled to recover.

This was an action to recover £86 17s. 4d. on a promissory note. The facts and arguments appear from the judgment of

Scrutton, J., who said: In this case the plaintiffs, an Indian firm of moneylenders, sued Lieutenant R. D. Temple upon a promissory note, upon which he acknowledged the receipt of 1,500 rupees at interest at 2 per cent. per month, "which I promise to pay on demand for value received in cash; money payable at Poona, Bombay, or elsewhere." The plaintiffs sue for that amount, and for interest at 2 per cent. per month, giving credit for 650 rupees, which they said they had received on the 25th of December, 1909. The defendant, Lieut. Temple, raises two points: First, he says that the receipt of the 650 rupees prevents the plaintiffs from bringing this action, and he says that for this reason. It appears that the lieutenant, having got into these moneylenders' hands, did what he might well have done before, he went and told his father, and the plaintiffs applied to the father for payment. As a result, Sir Richard Temple's solicitors wrote to the plaintiffs, offering them 1,500 rupees in full settlement. The moneylenders answered that two sums were owing—the one on a promissory note, and the other on a bond. They said, "We shall be glad if you will let us know the amount for which Sir Richard is prepared to settle this debt due from his son." In answer to that, the solicitors wrote saying they understood that only 500 rupees had been paid to the lieutenant on the note, and that they were instructed to pay the plaintiffs 500 rupees in respect of principal, and 150 rupees in respect of interest, making together 650 rupees, and they added: "We enclose draft by the National Bank of India on the Bank of Bombay, Poona, in your favour for this amount, and shall be glad to receive the promissory note in exchange." The plaintiffs cashed the draft, and applied for the balance; the solicitors replied that they sent the money in full settlement. The plaintiffs said that they did not accept the money in full settlement. They gave the lieutenant credit for what had been sent, and they now sued him for the balance. If these proceedings had taken place between the son, Lieutenant Temple, and the plaintiffs, it is clear that there would be no answer to the claim of the plaintiffs for the balance. See *Day* v. *McLea* (1889, 22 Q. B. D. 610). The money would not have been received in settlement, but merely credited to the debtor. That is the effect of *Day* v. *McLea* (*ubi supra*). The learned counsel for the defendant says that this case is different, because in this case the sum was sent by a third party; but I think he is in this difficulty: Sir Richard Temple, in sending the money, did so, either on behalf of his son, or as a stranger to him, in which case his payment cannot affect the matter. The learned counsel cites the case of *Welby* v. *Drake* (1825, 1 *Carr & Payne*, 557). The facts in that case shew that there was an agreement between the plaintiff and the defendant's father. In this case I have found, as a fact, that there was no agreement between Sir Richard Temple and the plaintiffs. If Sir Richard Temple sent his cheque to the plaintiffs as the agent of his son, then the case is covered by the decision in *Day* v. *McLea* (*supra*); if not, his sending of the cheque can be no answer to this action against his son. If Sir Richard Temple chooses to sue for the return of his money, he may recover it, but I am unable to see how that can be put forward by the son, who did not send them the money. I am unable to give effect to the defendant's contentions, either on the ground that there was here accord and satisfaction, or on the contention put forward in rather vague language that it is against the principles of common honesty that the plaintiffs should say there was no agreement between Sir Richard Temple and themselves. It has been agreed by counsel on both sides that the decisions in this court prevent me from exercising the powers given by the Moneylenders Act, as this was a foreign contract. Counsel for the defendant has said that it is contrary to the general principles of English law administered in our courts to enforce foreign agreements which violate their ideas of morality, all I can say is that there is nothing very immoral in a man who wants money very badly being willing to pay a larger rate of interest to obtain a loan. There appears, therefore, to be no ground whatever for interfering with the amount of interest claimed on the ground that the rate is a high one—if, indeed, under the circumstances, it is a high one. The result, therefore, is that there must be judgment for the plaintiffs.—Counsel, for the plaintiffs, *Cecil Walsh;* for the defendant, *James.* Solicitors, *Rising & Ravenscroft; Ramsden & Co.*

[Reported by C. G. Moran, Barrister-at-Law.]

Solicitors' Cases.

Re **HALL-WRIGHT.** C.A. No. 1. 30th Jan.

Appeal from order of Divisional Court for suspension of solicitor from practice allowed.

This was an appeal by Mr. James Francis Ellington Hall-Wright, of Birmingham, solicitor, from an order of the Divisional Court (Lord Alverstone, C.J., and Lawrance and Darling, JJ.), made on the 26th of July, 1910, directing that he should be suspended from practice for two years (see 52 Solicitors' Journal, p. 723).

The Court having taken time to consider, delivered judgment allowing the appeal, Buckley, L.J., dissenting.

Vaughan Williams, L.J., said he had come to the conclusion that the order directing that the appellant should be suspended from practice for two years must be set aside, and that the proper order to make in this case was that the appellant should pay the costs of the Law Society throughout the proceedings up to this appeal and certain other costs, but that there should be no costs of this appeal.

Buckley, L.J., was of opinion that the appeal should be dismissed.

Kennedy, L.J., agreed with Lord Justice Vaughan Williams.—The Solicitor in person. Counsel for the Law Society, *Tyrell Paine.* Solicitor, *S. P. B. Bucknill.—Times.*

Societies.

The Law Society.

SPECIAL GENERAL MEETING.

A special general meeting of the Law Society was held on Friday, the 27th ult., at the Society's Hall, Chancery-lane, the President, Mr. HENRY JAMES JOHNSON (London), occupying the chair. Among those present were Mr. James Samuel Beale, Mr. Thomas William Bischoff, Mr. John James Dumville Botterell, Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Weeden Dawes, Mr. Robert William Dibdin, Mr. Robert Ellett (Cirencester), Mr. Walter Henry Foster, Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. Charles Goddard, the Hon. Robert Henry Lyttelton, Mr. Charles Henry Morton (Liverpool), Mr. William Worship Paine, Mr. Arthur Copson Peake (Leeds), Mr. Thomas Rawle, Sir Albert Kaye Rollit, LL.D., D.C.L., Litt.D., Mr. William Arthur Sharpe, Mr. Walter Trower, Mr. William Melmoth Walters, Mr. Robert Mills Welsford, Mr. Arthur Wightman (Sheffield), and William Howard Winterbotham (members of the Council), Mr. Arthur Joseph Clarke (High Wycombe) and Mr. Charles Elton Longmore (Hertford) (extraordinary Members), and Mr. S. P. B. Bucknill (Secretary) and Mr. E. R. Cook (Assistant Secretary).

KING EDWARD VII. MEMORIAL.

Mr. CHARLES FORD (London) asked, in accordance with notice, "Whether the Council will consider the desirability of inviting the members of the profession to subscribe, say, a thousand guineas or some other suitable sum, to the fund being raised for providing a memorial to His late Majesty King Edward VII., or whether, in the alternative, the Council will increase out of the funds of the society the subscription of one hundred guineas already voted by the Council for such memorial?"

The PRESIDENT: The Council wish me to point out that it is open to members of the society who desire to contribute to the King Edward VII. memorial fund to forward their contributions to the Lord Mayor of London direct, and also that many of them may prefer to subscribe, or may be called upon to subscribe, to some one of the funds which are being raised locally in the various districts in which they reside outside London. That being so, the Council do not propose to invite contributions from the members of the society to a common fund. With reference to the other part of the question, the Council do not propose to increase the contribution of £105, which they have already forwarded to the Lord Mayor, out of the funds of the society.

EDUCATION GRANTS.

Mr. FORD also asked, in accordance with notice, "In what cases have the Council during the past five years refused to make education grants; and upon what basis is the total grant at present limited to £2,150?"

Mr. WALTER TROWER (chairman of the Finance Committee) replied that he was very glad to say that there had been only one case in which there had been a refusal of a grant. That was in the case of Blackburn. They put forward a scheme in 1909 which was not properly developed, and it was thought, and truly thought, he believed, that it was better not to multiply small centres, and that Blackburn ought to make a working arrangement with Manchester. With regard to the rest of the question, a grant was made after consideration of the number of students in the various centres, the number who attended the school, the income of the centre, the result of the teaching, and the expenditure on the teaching with regard to each centre and each student. The Council had had elaborate statistics presented to them, and grants were considered every year, and the basis on which each was made was the information so supplied; and also, of course, having regard to the question of the society's finances. (Mr. FORD: "Hear.") And he would like to take this opportunity of saying that the Council were extremely anxious to do all they could to promote the interests of the students, not only in town, but in every part of the country, and with that view they made these grants to the great centres. The centres in question were:—Birmingham, Bristol, Liverpool, Manchester, Newcastle-on-Tyne, Nottingham, Sheffield, Penzance, and Swansea. Swansea was about to be converted into a board of legal studies for the whole of Wales, and would get an increased grant, as would the Yorkshire Board of Legal Studies, which now included Sheffield. The policy of the Council was that these great centres should be in close communication with the legal school here, and its admirable principal, Mr. Jenks, who was in close communication with them; and, so far as possible, he (Mr. Trower) thought it desirable that it should be known that through the society a thorough and complete system of legal education could be obtained either in London or at these centres at a very small cost, and, that that had been what the Council had been working for for some years. With regard to other students who could not reach this system of centres, a system of education was provided by correspondence classes, so as to get, if possible, at the students who could not secure any other means of legal education, and who could not attach themselves to the great centres. In this connection, it would not be unadvisable to tell the members the sum which education and examination cost the society last year. According to the accounts the cost of examination and education here and in the country was between £14,000 and £15,000. But what he particularly desired was that the members of the society should know how complete and careful was the system of education that was provided for all students, especially within the great centres he had mentioned.

LONG VACATION: LEGAL AID SOCIETIES.

Mr. FORD said that recently there had been held the annual meeting of the bar, which was presided over by the Attorney-General. Two points of interest, particularly to the members of the society, had been mentioned, and if the President would permit him, he should like to ask a question with regard to them, more especially in view of the fact that the meeting was held after the time for giving notices of questions and motions for the present meeting had expired. One of these was a motion by Sir Edward Clarke, with reference to the long vacation. Could the Council give the members of the society information as to what their future action with regard to the long vacation was likely to be upon that. Another point he would like to refer to was the statement which was made with regard to legal aid societies. This was a matter in which he (Mr. Ford) took no interest personally, but in the profession were many young men who were considerably affected. He would be glad to know whether the Council intended to take any action. The matter probably concerned the solicitor branch of the profession more than it did the bar.

The PRESIDENT: I think the members will agree that the question should be answered, and I shall be pleased to answer it; but there must not be any discussion with regard to it, because no notice has been given to the Council in accordance with the by-laws of the society. As to the legal aid societies, the Council are in general conference with the bar with regard to the matter in order to see whether any and what concerted action can be taken, and we are at present in the position that this Council is waiting for a communication from the General Council of the Bar. It is a difficult subject, as you know. As regards the other question, the long vacation, as to saying what the action of the Council will be——

Mr. FORD: Are you considering it?

The PRESIDENT: No, we are not considering it now. I do not think that circumstances have changed since the subject was last considered by the society in the hall here, and at provincial meetings, and by the Council at its sittings. But I do not think that there is any alteration in the position of affairs. Do you know of anything?

Mr. FORD: No, but I think the Council should take some action in forwarding what Sir Edward Clarke proposed.

The PRESIDENT: The result of Sir Edward Clarke's motion was not calculated to forward the matter very much, was it?

Mr. FORD said he was very much obliged to the president, and proposed a vote of thanks to him for his conduct in the chair, which was carried, and the proceedings terminated.

Cardiff Law Society.

The annual general meeting of the Incorporated Law Society for Cardiff and District was held at the Law Library, Cardiff, on Thursday, 26th January, 1911, Mr. C. R. WALDRON (president) occupying the chair.

A resolution was passed expressing the deep regret of the society at the death of Mr. T. H. Stephens, the senior solicitor in the city.

The treasurer's accounts having been received and passed, the committee's annual report was presented. The report alluded to the satisfactory fact that three articled clerks to members of the society had obtained honours at the final examinations in 1910. The society's prize was awarded to Mr. T. J. Leonard (articled to Mr. Harry Cousins), who had obtained the highest marks.

It was also stated a Board of Legal Education for Wales had now been formed, under the auspices of the Law Society of the United Kingdom, supported by the Welsh Provincial Law Societies, and the first meeting would be held in London on the 3rd of February. Messrs. A. C. Macintosh and Lewis Morgan had been appointed representatives of this society upon the board. The report having been adopted, the election of officers for the ensuing year was then proceeded with. Mr. A. C. Macintosh was appointed president and Mr. Ivor Vachell vice-president, and Messrs. C. R. Waldron, Arthur Ingledew, Barlow and Hall were added to the committee. Mr. C. E. Dovey was re-elected auditor.

On the motion of Mr. Walter Scott, it was resolved that the Law Society of the United Kingdom should be invited to hold the annual provincial meeting of 1912 at Cardiff.

Votes of thanks to the retiring president, the honorary treasurer (Mr. W. Bradley), and the honorary secretary (Mr. Walter Scott) concluded the meeting.

The following are extracts from the twenty-fifth annual report of the committee:—

The Progress of the Society.—In issuing the twenty-fifth annual report, the committee desire to congratulate the society upon the completion of the first quarter of a century of its existence. The society was incorporated on the 20th of March, 1886, and of the seven members who then signed the memorandum of association all but one are still active members of the society. The exception is the late Mr. G. F. Hill, who was the actual founder of the society, and held the position of honorary secretary from the date of incorporation until his lamented death in 1904. At the first general meeting of the society it was reported that the number of members was eighty-three. At the last annual meeting, in January, 1910, the number was 146. Since the last date one member has died, two have resigned in consequence of their decision to go to the bar, and three others have resigned on leaving Cardiff or for other reasons. Thirteen new members have been

admitted, and the number of members is now 153, being an increase of seven.

The New County Court Judge.—The appointment of Mr. S. Hill Kelly to the vacancy on the County Court Bench occasioned by the death of the late Judge Owen has given much satisfaction to the profession. His honour Judge Hill Kelly was welcomed at his first sitting at Cardiff by the president on behalf of this society, and a large number of the members were present on the occasion.

The Welsh Legal Education Scheme.—The Welsh Legal Education Scheme has now received the approval of all the Welsh provincial law societies, and the Law Society is convening the first meeting of the board. The committee have appointed Messrs. A. C. Macintosh and Lewis Morgan as the two representatives of this society upon the board.

The Finance Act, 1910.—The Finance Act, 1910, was carefully considered by the committee, and an able report upon the sections relating to land taxes, prepared by Mr. C. St. D. Spencer, was adopted by the committee and circulated among the members, and, it is hoped, has been found useful.

The Annual Provincial Meeting of the Law Society.—A proposal will be submitted to the annual meeting with the object of having an annual provincial meeting of the Law Society, held at Cardiff in the year 1912. Many members of the society have felt that it is due to the city of Cardiff that one of these useful and interesting gatherings should take place here.

United Law Society.

A joint debate with the Union Society of London was held at the Inner Temple Lecture Hall, on the 30th ult. Mr. Forder Lampard (U.S.L.) moved: "That this house disapproves of the increasing tendency to confer judicial powers on Government officials." Mr. A. Stone Hurst (U.S.L.) opposed. The motion was carried by nine votes.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar last week:—

Lincoln's-inn.—H. W. Fiddes (Certificate of Honour C.L.E., Hilary, 1911); H. P. Dastur (Certificate of Honour C.L.E., Hilary, 1911); A. J. Stanley Hamilton, St. John's College, Cambridge, B.A., LL.B.; T. A. Drysdale, J.P.; H. A. Hollond, Trinity College, Cambridge, M.A.; W. P. G. Boxall, jun., Emmanuel College, Cambridge, B.A.; O. N. Chadwyck Healey, Trinity College, Oxford, B.A.; W. R. Brandt, King's College, Cambridge; W. M. P. Thit; I. I. Kazi; V. R. M. Gattie, Worcester College, Oxford, B.A.; M. K. Azad; S. D. Kitchlew, Peterhouse, Cambridge, B.A.; N. Chand, B.A. (Honours), Worcester College, Oxford, and B.A., Punjaub University; G. J. P. Ridgway, Licencié en Droit (Caen); S. C. Mitra; M. R. N. Aiyangar; M. Po-han; J. L. Lálváni; M. L. Lálváni; P. S. Sháháni; E. A. Tilley; G. K. Narayan, Madras University, B.A.; J. C. Cotton, Wadham College, Oxford, M.A.

Inner Temple.—R. J. Sutcliffe (Certificate of Honour, Hilary, 1911); W. J. Braithwaite, Oxford; A. V. Brown, B.A., Oxford; B. Jung; H. C. Webb, B.A., Cambridge; C. G. Ridley, B.A., Oxford; A. Mains, B.A., Oxford; H. R. Pigeon, Cambridge; F. H. Mugliston, B.A., Cambridge; K. W. Elmslie, B.A., Cambridge; F. H. McCormick-Goodhart, B.A., Oxford; H. J. Spratt, M.A., Cambridge; H. M. T. Channell, B.A., Cambridge; A. E. G. Hulton, B.A., Oxford; I. Stewart, B.A., Oxford; R. H. Lindsey-Renton, B.A., Oxford; T. C. A. Hislop, Cambridge; J. H. Thorpe, B.A., Oxford; C. Romer, M.A., Cambridge; J. E. Y. Radcliffe, M.A., Oxford; C. B. Fenwick, B.A., Oxford; G. K. Ewing; J. W. Scott; S. J. Shapoorjee; and R. S. Bilimoria, M.A., LL.B., Bombay.

Middle Temple.—D. Wiltshire, B.A., Madras (Certificate of Honour C.L.E., Michaelmas Term, 1910); E. O. Barnard, B.A., London (Certificate of Honour C.L.E., Trinity, 1910); K. J. Rustomji (Certificate of Honour C.L.E., Hilary, 1911); Mya Bu; H. W. L. Hacker, B.A., Cambridge; E. M. Lee, B.A., Oxford; W. R. Howard; H. Dulley; C. W. Welman, M.A., Oxford; Ba Thit; A. F. Stephen, B.A., LL.B., Cambridge, B.A. Cape; Syed Abdul Aziz; Syed Zair Hussain; J. F. Gennings; D. O. Riviere; Chit Hla; A. H. Wadia, M.A., Bombay University; Y. G. Gokhale; Ba On; F. H. Bodoano; A. Cohn; and W. G. Blakiston.

Gray's-inn.—D. P. Arseculeratne, Colombo; Sirdar Nihal Singh, B.A., Peterhouse, Cambridge; E. Llewellin Jones, B.A., Peterhouse, Cambridge; Mark Stone, Exhibitioner, Merton College, Oxford; G. J. Israni; J. J. Mifsud; Shankar Lal; J. Godding, M.R.C.S.Eng., L.R.C.P.Lond., Deputy Coroner, Eastern Division, County of London; Sheikh Mukhtar Ahmed; W. H. Eastgate; L. H. Kenny, Clerk in the Education Department, London County Council; Wee Swee Teow; H. Smith, M.P.; J. M. Mason, M.D. (Brux.), D.P.H., Cambridge University, Consulting Medical Officer to the Dominion of New Zealand; and John Discombe, Assistant Registrar of the Supreme Court, Gibraltar.

Law Students' Social Union, England and Wales.

The January Examination Dinner, organized by the above society, was held on the 20th ult., at Simpson's Restaurant, Strand, W.C., when a very enjoyable evening was spent. Among those present were Messrs. H. Harby (chairman), R. F. Mattingley, S. Crawford, S. D. Copp, W. S. Jones, T. Lockwood, H. M. Bowden, A. W. Jamison, Atherton Powis, J. F. Chadwick, C. F. King, F. S. Boxall, D. C. Moore.

Law Students' Societies.

Law Students' Debating Society.—Jan. 31.—Chairman, Mr. G. B. Willis.—The subject for debate was: "That the military requirements of this country necessitate the adoption of compulsory service." Mr. G. R. Morriss opened in the affirmative; Mr. Meeke opened in the negative. The following members continued the debate:—Messrs. Meyer, Krauss, Varley, Dollar, T. B. Jones, Shrimpton, King, Thorp, Burgis, Parry, Handley, and W. S. Jones. The motion was carried by one vote.

Obituary.

Mr. W. N. Lawson.

Mr. William Norton Lawson, barrister-at-law, died last week in his eighty-first year. He was educated at King's College, London, and Trinity College, Cambridge, and in 1854 was twenty-sixth wrangler. He was called to the bar in 1856, and obtained a considerable practice, particularly in patent and trade mark cases. He was the author of a treatise on this subject, which attained much success. In 1869 he was appointed Recorder of Richmond, Yorkshire. He retired from the bar ten or eleven years ago, and had subsequently lived at Eastbourne.

Legal News.

Appointments.

Mr. Richard David Muir, Barrister-at-Law, has been appointed Recorder of Colchester.

Mr. Anthony Michael Coll, M.A., B.C.L., Barrister-at-Law (Attorney-General of Gibraltar), has been appointed Chief Justice of Jamaica.

General.

M. Busson Billault, the Batonnier of the French Order of Avocats of the Court of Appeal of Paris, was a guest at the Grand Day dinner, both at the Middle Temple and Lincoln's Inn.

The Lord Chief Justice, the Lord Mayor, and the President of the Law Society have accepted invitations to dine with the Master (Sir Homewood Crawford) and the Court of the City of London Solicitors' Company, at Salters' Hall, on Monday, the 6th of March.

It will be remembered, says the American *Case and Comment*, that H. Rider Haggard, in one of his stories, has the will of a shipwrecked man of wealth tattooed upon the shoulders of a companion, and represents the unique testament as having been admitted to probate in the court in England. This flight of the imagination has since been justified by the action of a miser, named Monecke, who died in Mexico. His relations were unwilling that his body should be buried, as he had tattooed his will over his chest with some red pigment, instead of using pen and ink. The court directed that this remarkable "human document" should be transcribed, and the copy duly attested in the presence of witnesses. This was done, and the court gave effect to its provisions.

Judge Scanlan, presiding over a criminal court in Chicago, has, says the American *Case and Comment*, invented a new method of assigning lawyers to defend persons arraigned before him who have no money with which to retain counsel of their own choosing. Hitherto it has been the custom to assign to their defence inexperienced barristers of little practice. "The young lawyers," as one Chicago newspaper puts it, "got the experience, while their clients usually got an indeterminate sentence to Joliet." Judge Scanlan's idea appears to be that no lawyer, however prominent or busy, should be exempt from the necessity of devoting his talents to the defence of destitute persons; and the plan he has adopted in making assignments is to take the Chicago lawyers' directory, open it at random, and select the name of the first prominent lawyer he notices. On his first trial of this method he named four of the best-known practitioners in the city to give their time and legal attainments to the defence of indigent clients. We assume that the lawyers so chosen will accept their assignments good-naturedly, and render their unexpected clients the best service of which they are capable. A year or two ago certain eminent lawyers in New York set an excellent example by volunteering for appointments to such cases, but such examples are very rare.

The Judicial Committee, which resumed its sittings on Wednesday, says a writer in the *Globe*, has twenty-two appeals in its list. As usual, India supplies more than half the number; the Indian cases number twelve, and the Colonial cases ten. Canada, apart from India, is the portion of the King's dominions beyond the seas in which litigants are most enterprising. Of the ten Colonial appeals, five are from Canada, three from New South Wales, and two from the Cape. Our Colonial kinsmen who come to Downing-street as litigants have nowadays no reason to complain of the law's delays. All the ten appeals in the Judicial Committee's list, with the exception of one, have been set down for hearing during the present month. In the House of Lords—where the judicial sittings have already begun—the Law Lords have a list of twenty-one appeals. Fifteen are from the English courts, and six from the Scottish. Ireland, where the decline of litigation is a source of deepening sorrow to the members of the Irish bar, contributes not a single case to the list.

The President of the United States, in his message, recommends to Congress the passage of the Bill now pending for the increase in the salaries of the federal judges, by which the Chief Justice of the Supreme Court shall receive $17,500 and the associate justices $17,000; the circuit judges constituting the Circuit Court of Appeals shall receive $10,000, and the district judges $9,000. These judges, he says, exercise a wide jurisdiction, and their duties require of them a profound knowledge of the law, great ability in the dispatch of business, and care and delicacy in the exercise of their jurisdiction, so as to avoid conflict, whenever possible, between the federal and the state courts. The positions they occupy ought to be filled by men who have shown the greatest ability in their professional work at the bar, and it is the poorest economy possible for the government to pay salaries so low for judicial service as not be able to command the best talent of the legal profession in every part of the country. The cost of living is such, especially in the large cities, that even the salaries fixed in the proposed Bill will enable the incumbents to accumulate little, if anything, to support their families after their death. Nothing is so important to the preservation of our country and its beloved institutions as the maintenance of the independence of the judiciary, and next to the life tenure and adequate salary is the most material contribution to the maintenance of independence on the part of our judges.

The Property Mart.

Forthcoming Auction Sales.

Feb. 8.—Messrs. MIVART & Co., at the Mart, at 2: Leasehold Residence, Freehold Shops, &c. (see advertisement, back page, this week).

Feb. 14.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Ground-rent (see advertisement, back page, this week).

Feb. 21.—Messrs. HAMPTON & SONS, at the Mart: Houses, Flats, Leasehold Flat and Shop Properties, &c. (see advertisement, page v, Jan 28).

Mar. 1.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS, & BADDELEY, at the Mart, at 2: Freehold Residential and Building Properties (see advertisement, back page, this week).

Mar. 6.—Messrs. JONES, LANG & Co., at the Mart, at 2: Freehold Properties, Ground-rents, &c. (see advertisement, back page, this week).

Messrs. FAREBROTHER, ELLIS, EGERTON, BEECH & Co., at the Mart: Freehold Residential Estate (see advertisement, back page, Dec. 17).

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 924) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £1,875:—

REVERSION to One-sixth of £636 per annum	Sold	£370
ABSOLUTE REVERSION to £202	"	£200
Fully-paid POLICIES for £1,153	"	£1,405

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY
Monday, Feb. 6	Mr Beal	Mr Borrer	Mr Goldschmidt	Mr Leach
Tuesday 7	Greswell	Beal	Synge	Borrer
Wednesday 8	Goldschmidt	Greswell	Church	Beal
Thursday 9	Synge	Goldschmidt	Theed	Greswell
Friday 10	Church	Synge	Bloxam	Goldschmidt
Saturday 11	Theed	Church	Farmer	Synge

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVE.
Monday, Feb. 6	Mr Theed	Mr Greswell	Mr Church	Mr Farmer
Tuesday 7	Bloxam	Goldschmidt	Theed	Leach
Wednesday 8	Farmer	Synge	Bloxam	Borrer
Thursday 9	Leach	Church	Farmer	Beal
Friday 10	Borrer	Theed	Leach	Greswell
Saturday 11	Beal	Bloxam	Borrer	Goldschmidt

High Court of Justice.—King's Bench Division

HILARY SITTINGS, 1911.

Dates.	Lord Chief Justice.	Grantham, J.	Law-rance, J.	Ridley, J.	Darling, J.	Channell, J. A	Phillimore, J. B	Bucknill, J.	Bray, J.	A. T. Law-rence, J.	Pick-ford, J. C	Lord Coleridge, J.	Hamilson, J.	Scrut-ton, J.	Barker, J.	Avory, J.	Horridge, J.	Lush, J.
1911. Jan. 11	Divisional Court	S.J. (C.C.Ch. intervening) Northern Circuit	Western Circuit	South Eastern Circuit	S.J.	N.J. Revenue Paper and Petitions under the Licensing Act, 1904 Midland Circuit	S.J. and Bankruptcy	S.J.	C.J.	C.J. and Railway Commission	C.J.	N. Wales Circuit 1st Part	Divisional Court	Com-mercial List.	C.J.	Divisional Court	Chambers	S. Wales Circuit 1st Part
12	"	"	"	"	Second Western Circuit	"	"	"	"	"	"	"	"	"	"	"	"	"
13	"	"	"	"	"	"	"	"	Oxford Circuit	"	"	C.J.	"	"	"	"	"	C.J.
14	"	"	"	"	"	"	"	"	"	Lancashire Civil List.	"	"	"	"	"	"	"	"
16	"	"	"	"	"	"	"	"	"	"	"	Central Criminal Court intervening	"	"	"	"	"	"
17	"	"	"	"	"	"	"	Second South-Eastern Circuit	"	"	"	"	N.J.	"	"	"	"	"
18	"	"	"	"	"	"	"	"	"	"	"	N. Wales Circuit 2nd Part	C.J.	"	"	"	"	"
19	"	"	"	"	"	"	"	"	"	"	"	"	Second Midland Circuit	"	Second Oxford Circuit	"	"	"
20	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
23	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
24	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
25	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
26	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
27	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
30	Divisional Court	S.J.	Western Circuit	Chambers	S.J.	N.J.	S.J. and Bankruptcy	Chambers	C.J.	Third Divisional Court	C.J.	N. Wales Circuit 1st Part	Divisional Court	Com-mercial List.	C.J.	Divisional Court	Chambers	S. Wales Circuit 1st Part
31	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Feb. 3	"	"	"	"	"	"	"	"	Oxford Circuit	"	"	C.J.	"	"	"	"	"	C.J.
6	"	"	"	"	"	"	"	"	"	Lancashire Civil List.	"	"	"	"	"	"	"	"
8	"	"	"	"	"	"	"	"	"	"	"	Central Criminal Court intervening	"	"	"	"	"	"
9	"	"	"	"	"	"	"	Second South-Eastern Circuit	"	"	"	"	N.J.	"	"	"	"	"
10	"	"	"	"	"	"	"	"	"	"	"	N. Wales Circuit 2nd Part	C.J.	"	"	"	"	"
13	"	"	"	"	"	"	"	"	"	"	"	"	Second Midland Circuit	"	Second Oxford Circuit	"	"	"
20	Divisional Court	S.J.	Western Circuit	Chambers	S.J.	N.J.	S.J. and Bankruptcy	Chambers	C.J.	Third Divisional Court	C.J.	N. Wales Circuit 1st Part	Divisional Court	Com-mercial List.	C.J.	Divisional Court	Chambers	S. Wales Circuit 1st Part
23	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
24	"	"	"	"	"	"	"	"	Oxford Circuit	"	"	C.J.	"	"	"	"	"	C.J.
27	"	"	"	"	"	"	"	"	"	Lancashire Civil List.	"	"	"	"	"	"	"	"
March 1	"	"	"	"	"	"	"	"	"	"	"	Central Criminal Court intervening	"	"	"	"	"	"
6	"	"	"	"	"	"	"	Second South-Eastern Circuit	"	"	"	"	N.J.	"	"	"	"	"
7	"	"	"	"	"	"	"	"	"	"	"	N. Wales Circuit 2nd Part	C.J.	"	"	"	"	"
9	"	"	"	"	"	"	"	"	"	"	"	"	Second Midland Circuit	"	Second Oxford Circuit	"	"	"
13	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
20	Divisional Court	S.J.	Western Circuit	Chambers	S.J.	N.J.	S.J. and Bankruptcy	Chambers	C.J.	Third Divisional Court	C.J.	N. Wales Circuit 1st Part	Divisional Court	Com-mercial List.	C.J.	Divisional Court	Chambers	S. Wales Circuit 1st Part
27	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
29	"	"	"	"	"	"	"	"	Oxford Circuit	"	"	C.J.	"	"	"	"	"	C.J.
April 12	First Divisional Court	Second Divisional Court	Western Circuit	First Divisional Court	Second Divisional Court	N.J.	S.J. and Bankruptcy	Chambers	C.J.	Third Divisional Court	C.J.	N. Wales Circuit 1st Part	First Divisional Court	Com-mercial List.	C.J.	First Divisional Court	Chambers	Cen. Crim. Court Second Divisional Court

A—In charge of Non-Jury List. B—In charge of Special Jury List.
C—In charge of Common Jury List.

Winding-up Notices.

London Gazette.—Friday, Jan. 27.

JOINT STOCK COMPANIES.

Limited in Chancery.

Amistad Rubber Plantations and Estates, Ltd—Petn for winding up, presented Jan 20, directed to be heard Feb 7. Swann & Co, Cannon st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

Cole & Co, Ltd—Petn for winding up, presented Jan 25, directed to be heard at the Shire Hall, Bedford, Feb 9, at 11. Farr, Bedford, solcr for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8

Consolidated Gold Trust, Ltd—Petn for winding up, presented Jan 24, directed to be heard Feb 7. Glazier, Essex st, Strand, solcr for the petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

Corbrook Co, Ltd—Petn for winding up, presented Jan 23, directed to be heard at the Court House, Quay st, Manchester, at 10. Walker & Co, West Manchester, solcrs for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

Dunkerbe's', Ltd—Petn for winding up, presented Jan 24, directed to be heard Feb 7. Davis, Birmingham, solcr for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

Hilton Seaton & Co, Ltd—Petn for the winding up, presented Jan 23, directed to be heard Mar 2, at the Court, Encombe pl, Salford. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Mar 1

Llanginnor Colliery Co, Ltd—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts and claims, to Clare Smith, Exchange chmbrs, Bristol

Mertens Patents, Ltd—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Leslie George Melbourn, 3, Coleman st. Smith & Co, John st, Bedford row, solcrs for the liquidator

Perfect Feeler and Automatic Loom Co, Ltd—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Harold Stuart Ferguson, 6, Princess st, Manchester, liquidator

Rubber and Oil Finance Corporation, Ltd—Petn for winding up, presented Jan 23, directed to be heard Feb 7. Worrell & Son, Coleman st, solcrs for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

T. J. Anderson, Ltd (in Liquidation)—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of debts or claims, to Robert Wemyss Brown, Dunster House, Mincing ln, liquidator

London Gazette.—Tuesday, Jan. 31.

JOINT STOCK COMPANIES.

Limited in Chancery.

Agency Land and Finance Company of Australia, Ltd (in Voluntary Liquidation)—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to David Johnstone Smith, 25, Bishopsgate, liquidator

Clement Glenister & Son, Ltd—Petn for winding up, presented Jan 28, directed to be heard at the Town Hall, Queen's rd, Hastings, Feb 20, at 12. Rawlinson & Son, New Broad st, solcrs for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19

Daily Events, Co, Ltd—Petn for winding up, presented Jan 23, directed to be heard Feb 14. Woolmer, Temple chmbrs, solcr for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 13

E. S. Perkins, Ltd—Petn for winding up, presented Jan 13, directed to be heard Feb 9. Thomas, Cardiff, solcr for the petners, for Wrentmore & Son, Bedford row. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8

Hoyle Grundy Agency, Ltd—Creditors are required, on or before Mar 7, to send their names and addresses, and the particulars of their debts or claims, to S. Lingard, 72, Booth st, Manchester, liquidator

Huinac Copper Mines, Ltd—Petn for winding up, presented Jan 28, directed to be heard Feb 14. Sanderson & Co, Queen Victoria st, solcrs to the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 13

New Lambeth (Shamva) Syndicate, Ltd—Creditors are required, on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to H. H. Simmons, 6, Old Jewry, liquidator

Southsea Garage, Ltd—Petn for winding up, presented Jan 19, directed to be heard before the court at St. Thomas st, Portsmouth, Feb 9. King & Franckeiss, Portsmouth, solcrs for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8.

Western Association, Ltd (in Liquidation)—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Frns. W. Pixley, 58, Coleman st, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday Jan. 20.

Colonial Mahogany Shipping Co, Ltd.
Penketh Institute, Ltd.
Westwood Manor Coal and Iron Co, Ltd.
British Liquid Air Co, Ltd.
B.N.B. Investments, Ltd.
Robert Spence & Co, Ltd.
John Wright & Co. of Buenos Ayres, Ltd.
Banff Syndicate, Ltd.
Pendennis Co, Ltd
Dyne Syndicate, Ltd.
Welsh Tinplate and Metal Stamping Co, Ltd. (Reconstruction).
Cox & Armstrong, Ltd.
Kaliaro Syndicate, Ltd.
Central Motor Car and Carriage Works, Ltd.
Camberwell Skating Rink, Ltd.
South London Skating Rink, Ltd.
United Dominions Insurance Co, Ltd.
Colonial Railway Construction Co, Ltd.
University Magazine Committee, Ltd.
Pulau Codin Syndicate, Ltd.
Tahan Abang Syndicate, Ltd.
"Perelmo" Roller Skate Co, Ltd.

London Gazette.—Tuesday, Jan. 24.

Practical Correspondence College (1909), Ltd.
"Egyptian Daily Post," Ltd.
Gas and Water Appliances, Ltd.
J. B. Blackmore, Ltd.
Thomas Perry & Son, Ltd.
Blackpool Concessions, Ltd.
Hammersmith Skating Rink, Ltd (Reconstruction).
North-West Land Co, Ltd.
Bryer, Dorling & Co, Ltd (Reconstruction).
Chewton Gold Mines, Ltd.
Addersley Brassfoundry Co, Ltd.
Balata and Rubber Corporation, Ltd.
Beadle's Advertising Agency, Ltd.
Sketchy Bits, Ltd.
Telephos, Ltd.

London Gazette.—Friday, Jan. 27.

F.F.T. Syndicate, Ltd.
Straits of Menai Steamship Co, Ltd.
Penmenor Granite Co, Ltd.
Knighton Junction Brick Co, Ltd.
New African Industrials, Ltd.
Daylesford Proprietary Syndicate, Ltd.
"V.G." Syndicate, Ltd.
Spencer, Santo & Co, Ltd.
Norwood Co-operators, Ltd.
Leeds River Tea Co, Ltd (Reconstruction)
French Mining Syndicate, Ltd.
Fry & Co, Ltd.
Cavendish Hall American Roller Skating Rink Co (Keighley), Ltd.
Daniel Redler & Co, Ltd.
H. Labrew & Son, Ltd.
Medical Animal Serum Institute, Ltd.
J.V. Plantations, Ltd.
London Sherardizing Co, Ltd.
Western Sherardizing Co, Ltd.
Sheffield Sherardizing Co, Ltd.
Birmingham Sherardizing Co, Ltd.

London Gazette.—Tuesday, Jan. 31.

Western Association, Ltd.
City Discount Co, Ltd.
Mid-Orient Syndicate, Ltd.
Mincing Lane Tea Union, Ltd.
Peterborough Motor Bus Co, Ltd.
Montgomery Motor Co, Ltd.
Mertens Patents, Ltd.
Chichester and District Bill Posting and Advertising Co, Ltd.
Knight & Hill, Ltd.
Hanley Skating Rink Co, Ltd.
Works Construction Co, Ltd.
Roman Brick Co, Ltd.
New Lambeth (Shamva) Syndicate, Ltd.
Waring & Gillow, Ltd.
Botallack Mines, Ltd (Reconstruction).
Chester Skating Rink Co, Ltd.
Birmingham Skating Rink Co, Ltd.
Olof Wijk & Co (London Agency), Ltd.

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, Jan. 27.

Airey, Edward, Birmingham, Builder Feb 27 Finney v Airey, Warrington, J Pritchard, Birmingham

Gamble, Robert Burdett, Lincoln March 1 Fisk v Gamble, Warrington, J Larken, Lincoln

Redmond, Walter, Elsham rd, Kensington March 3 Glass v Page-Henderson and Others, Parker, J Large, Cannon st

Tharme, Philip, Moseley, Worcester, Licensed Victualler Feb 24 Eatherington v Wall, Warrington, J Butler, Birmingham

London Gazette.—Tuesday, Jan. 31.

Glover, Charles, Wells st, Jermyn st, Licensed Victualler March 1 Crimmen and Another v Glover, Warrington, J Marchant, Devereux ct, Strand

Thomas, John Owen, Llandudno March 3 Bartley v Thomas, Warrington, J Johnson, Llandudno

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, Jan. 27.

Ball, Joseph, Northampton, Antique Dealer Feb 25 Douglas, Northampton

Barratt, William Baker, Clifford st, New Bond st, Tailor Feb 28 Downer & Johnson, Union ct, Old Broad st

Belfield, Charles Woolliscroft, Bristol March 1 Atchleys, Bristol

Brook, Charles, West Bridgford, Nottingham, Woollen Merchant Feb 28 Woodward, Nottingham

Brown, William, Leander rd, Brixton Feb 27 Pettiver & Pearkes, College hill

Buck, Richard Henry, St James gdns, Haverstock Hill March 31 Winter & Plowman, Basinghall st

Burlingham, Thomas, Ringstead, Norfolk, Farmer Feb 25 Ward, King's Lynn

Chaplin, Clifford Waterman, Leicester Feb 28 Kingsford & Co, Essex st, Strand

Clark, Smith, Ravensthorpe, Dewsbury, York, Licensed Victualler March 14 Gledhill, Dewsbury

Cobbold, Christian Chevallier, Cathcart rd, S Kensington, Solicitor Feb 27 Jones New ct, Lincoln's Inn

Colegon, Agnes Elizabeth, Alwyn av, Chiswick March 15 Mole & Co, Reigate

Day, Sarah Elizabeth, Worcester March 1 Lord & Parker, Worcester

ENSTONE, JOSEPH, Tolworth, Surbiton, Surrey Feb 27 Sherwood & Co, Essex st, Strand
FALLEN, JAMES GEORGE, Kingston on Thames Feb 27 Sherwood & Co, Essex st, Strand
FRANCIS, MARIANNE, Soham, Cambridge Feb 10 Bendall & Sons, Newmarket
GARDNER, EMMA FRANCES, Harringay Feb 25 Hepworth & Co, South pl, Finsbury
GOODE, WALTER BENJAMIN, Boroughbridge, York, Merchant Feb 28 Lawden, John st, Bedford row
GRENSIDE, ELIZABETH, Cheltenham Feb 23 Grenside, Wimbledon
HALL, ROBERT, Old Hill st, Stamford Hill March 10 Edell & Co, King st, Cheapside
HAMILTON, GEORGE FREDERICK, Kingston, Surrey Feb 27 Sherwood & Co, Kingston on Thames
HARDY, EDWARD LEE CARTERET PRICE, Catford Feb 28 Bridgman & Co, College hill
HARDY, EDWARD BERKELEY, Catford Feb 28 Bridgman & Co, College hill
HEWITT, MARY EMMA, Earlstown, Lancaster Feb 26 Davies & Co, Warrington
HIGHAM, Sir THOMAS, Clifton, Bristol March 11 Greenwell & Co, Berners st
HILTON, THOMAS, Leeds, Manager Feb 28 Denison, Leeds
HODSON, JOSEPH, Netherfield, Nottingham March 4 Hind & Godfrey, Nottingham
HOGGARD, JOHN, Plaistow, Essex Feb 23 Keene & Co, Seething la
HOLMDEN, SARAH ANN, Hove March 4 Pearless & Co East Grinstead
HUDSON, HARRY MOUEL, London wall, Flannel Manufacturer Feb 27 Griffith & Gardiner, St Swithin's la
HUMBER, THOMAS, Kingston on Thames Feb 27 Sherwood & Co, Essex st, Strand
IRVING, WILLIAM, Carlisle Blacksmith Feb 11 Saul & Lightfoot, Carlisle
JESSE, ELLINOR MARGARET CROCHLEY, Dorchester Feb 25 Harrison & Co, Wakefield
JOHNSON, SARAH ANN, Barclay rd, Walham Green Mar 4 Coward & Co, Mincing la
LOAM, ELIZABETH ANN, Portsmouth Feb 25 Wood & Robinson, Portsmouth
LUCKHURST, ANN CAROLINE, Chiswick Feb 25 Martin, Gravesend
LYTHGOE, ELLEN, East Tranmere, Chester Feb 13 Ayrton & Co, Liverpool
MACRENZIE, Sir GEORGE SUTHERLAND, KCMG, CB, Cadogan sq May 1 Lyne & Holman, Great Winchester st
MARTIN, EDWARD PRITCHARD, Abergavenny March 11 James & Co, Merthyr Tydfil
MOORE, JAMES TOWNEND, Ainsdale, nr Southport, Wine Merchant Feb 17 Kelly & Co, Liverpool
MULLER, ANNIE, Lee, Kent March 15 Savery & Stevens, Fen ct, Fenchurch st
PAINE, ANN, Gravesend Feb 25 Martin, Gravesend
PAINE, FRANCES Gravesend Feb 25 Martin, Gravesend
PENNINGTON, ELLEN, Warburton, Chester Feb 28 Welford, Manchester
PENNINGTON, Rev JOHN JAMES HORATIO SEPTIMUS, Lee, Kent Feb 28 Milne & Milne, Clement's inn
PYE, SUSANNA, Liverpool Feb 21 Pemberton, Liverpool
ROBINSON, MARY, Rusholme, Manchester Feb 23 Rogerson & Sutcliffe, Manchester
ROSE, ROBERT, Harewood pl, Hanover sq Feb 28 Jones & Co, Liverpool
RUCHON, MARY JANE St Leonards on Sea Feb 28 Goddard, Clement's inn, Strand
SAWYER, FREDERICK, Bristol March 14 Meade-King & Co, Bristol
SHORT, FREDERICK, Buenos Aires, Argentine Republic Feb 28 Ellis & Co, College hill
SILVER, HENRY, Prince's gdns, Middlesex Feb 28 Needham & Co, Bloomsbury sq
SIMMONS, MARY JANE, Mersham, Kent, Grocer March 4 Mowll & Mowll, Ashford, Kent
SMITH, ALICE MAUD MARY, Frizinghall, Bradford Feb 28 F G & H E Smith, Bradford
SMYTH, the Hon Mrs SELINA CONSTANCE, Albert ct, Kensington Gore Feb 21 Dawson & Co, New sq, Lincoln's inn
SNELL, MARIA, East Molesey, Surrey Feb 23 Hongood & Dowsons, Spring gdns
SPRATT, URIAH, Southport, Provision Merchant Feb 28 Russell, Manchester
STAFFORD, PAMELA ALICE, Putney Feb 28 Tylee & Co, Essex st, Strand
TRAPP, ELIZA, Sutton, Surrey Mar 10 Geary, Verulam bldgs
TREE, MARTHA SARAH, Calstock, Cornwall Feb 9 Rodd, East Stonehouse
WALKER, AMELIA, Bolton Mar 11 Haslam, Bolton
WHITTLES, JANE, Milnrow, Lancaster Mar 1 Brierley & Hudson, Rochdale

London Gazette.—TUESDAY, Jan 31.

BARNES, HENRY, Lytham, Lancaster Mar 1 Whittaker, Ansdell, Lytham
BOOTY, AMELIA JANE, Chiswick, Upholsterer Mar 1 Lowndes & Son, George st Mansion House
BURROW, ALFRED JAMES, Manchester, Artificial Teeth Manufacturer Feb 28 Walker, Manchester
CARR, Rev WALTER CHARLES, Alnwick, Northumberland Feb 25 Clayton & Gibson, Newcastle upon Tyne
CARTMELL, WILLIAM, Little Marton, nr Blackpool Feb 28 May, Blackpool
CHIVERTON, EDMUND Stamshaw, Portsmouth, Gas Co's Main Surveyor March 11 Blake & Co, Portsmouth
COWAN, GEORGE DELAMERE, College ct, Hammersmith Feb 15 Osmond, South sq Gray's Inn
COX, ELLEN ELIZABETH, Nottingham March 10 Williams & Co, Nottingham
DANIEL, JOHN, Hampstead, nr Ashburton, Canterbury, New Zealand, Labourer March 1 Hill
EMERTON, ELLEN, Chester rd, Walthamstow March 1 Smith & Son, Gloucester
FAGG, FREDERICK, Redhill, Surrey Mar 6 Sherriff, Billiter st
FRAMPTON, MARION, Charing Cross Hotel, Strand, Chambermaid Feb 14 Romain, Bishopsgate
GLASS, ALFRED, Melksham, Wilts Feb 28 Smith, Melksham
GLASS, ANN, Melksham, Wilts Feb 28 Smith, Melksham
HARDY, ERNEST, Sutton St James, Lincoln, Farmer Mar 8 Mossop & Mossop, Long Sutton
HARTLEY, JOHN WILLIAM, Sutton Hall, nr Keighley, Worsted Spinner Mar 15 Waterworth & Son, Keighley
HILDER, ELIZA, Seaford, Sussex Mar 18 Filmer, Brighton
HURST, MARIA, Stalybridge Mar 20 Innes, Manchester
HUTTON, Capt ALFRED, Jermyn st Feb 28 Batten & Co, Victoria st
JENKINS, WILLIAM, Beckenham, Kent Feb 28 Rye & Eyre, Golden st
KNEEBONE, JOSEPH, Redruth, Cornwall Mar 6 Page & Grylls, Redruth
LEO, JULIET SUSANNAH, Upper Norwood Mar 31 Fooks & Co, Carey st
MASON, GEORGE, Margery Park rd, Forest Gate Feb 21 Double & Sons, Fore st
MATTHEW, ANN ELIZABETH, Paignton, Devon March 1 Kitsons & Co, Torquay
MURPHY, MARY ANN, New Brighton, Chester Feb 26 Watson & Atkinson, Liverpool
MUSSELL, the Very Rev JOHN CANON, Blackburn Feb 28 Wilding & Co, Blackburn
PRESTON, HENRY WILLIAM SPRIGGS, Oakington, Cambridge March 9 Bunnett, Cambridge
PRITT, GEORGE ASHBY, Great George st March 14 Pennington & Son, Lincoln's inn fields
PUTTNAM, JAMES, Lausanne rd, Peckham, Yeast Merchant Feb 28 Lee & Co, Queen Victoria st
RYLANDS, EDWARD GLAZEBROOK, Southwick st, Hyde Park Feb 28 Hockin & Co, Manchester
TURNER, EDWIN, Llandudno Feb 28 Chamberlain & Johnson, Llandudno
TURNER, MARY, Royton, Lancaster March 8 Morris, Chancery la
VIRGOE, HENRY WILLIAM AYRES, Brixton rd Feb 28 Biddle & Co, Aldermanbury
WAGGON, ANNIE, Birchington on Sea, Kent March 1 Cartwright & Cunningham, Paternoster row
WALKER, JOSEPH, Eccles, Lancaster, Tea Dealer Feb 25 Thistlethwaite & Brownsword Manchester
WISE, MARTHA ANNE WALTON, Tonbridge March 25 Harris, Tonbridge

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 27.

RECEIVING ORDERS.

ATKINS, JAMES, Leicester, Builder Leicester Pet Jan 23 Ord Jan 23
BARKER, GEORGE VALENTINE BLENKHORN, Roundhay, nr Leeds, Electrical Engineer York Pet Jan 2 Ord Jan 25
BOND, SAMUEL, Ashton on Mersey, Chester, Grocer Manchester Pet Jan 25 Ord Jan 25
COLE, THOMAS BURTON, Ilford, Essex High Court Pet Dec 16 Ord Jan 24
COLLINGS, JOHN CHARLES, Plymouth, Veterinary Surgeon Plymouth Pet Jan 25 Ord Jan 25
COOPER, JOHN MOXHAM, Salisbury, Plumber Salisbury Pet Jan 24 Ord Jan 24
CURRALL, FREDERICK WILLIAM, Stone, Stafford, Baker Stafford Pet Jan 25 Ord Jan 25
DAVIES, JOHN LEWIS, Cefn Coed-y-Cymmer, Brecknock, Colliery Ripper Merthyr Tydfil Pet Jan 24 Ord Jan 24
DERLEY, WILLIAM, Harrogate, Ladies' Tailor York Pet Jan 24 Ord Jan 24
DEURY, WILLIAM, Thorne, York, Builder Sheffield Pe Jan 25 Ord Jan 25
DUNFORD, SAMUEL, Frome, Somerset, Furniture Dealer Frome Pet Jan 25 Ord Jan 25
DUNNETT, THOMAS ERNEST, Chichester, Corn Merchant's Manager Brighton Pet Jan 24 Ord Jan 24
HAZELGROVE, ROBERT HARRY, Ilkeston, Derby, Fish Shop Proprietor Derby Pet Jan 25 Ord Jan 25
HICKS, JOHN WILLIAM, Miles Platting, Manchester, Greengrocer Manchester Pet Jan 11 Ord Jan 23
HORTON, HARRY, and RICHARD LANGENBERG, Wellington, Salop, Caster Shrewsbury Pet Jan 16 Ord Jan 23
IVES, HANNAH ELIZABETH, Barking rd, Canning Town, Mineral Water Manufacturer High Court Pet Jan 25 Ord Jan 25
JONES, THOMAS, Winterton, nr Bridgend, Labourer Cardiff Pet Jan 23 Ord Jan 23
KELLOND, JAMES HENRY, Dartmouth, Grocer Plymouth Pet Jan 25 Ord Jan 25
KING, WILLIAM, Doncaster, Licensed Victualler Sheffield Pet Jan 23 Ord Jan 23
LAVY, HERBERT JAMES, Bishopsgate, Timber Merchant High Court Pet Jan 24 Ord Jan 24
LAYCOCK, HENRY, Bradford, Fish Merchant Bradford Pet Jan 16 Ord Jan 25
LEGGETT, ALFRA, Nottingham Nottingham Pet Jan 21 Ord Jan 21
LONG, ARTHUR WILLIAM, Poole, Dorset, Draper Poole Pet Jan 25 Ord Jan 25
MEAKIN, LUKE, Heaviley, Stockport, Provision Dealer Stockport Pet Jan 23 Ord Jan 23
MILNER, REUBEN HENRY, Goldsmith st, Manufacturers' Agent High Court Pet Jan 23 Ord Jan 23
NORMAN, EDGAR MARTIN, Old Kent rd, Baker High Court Pet Nov 30 Ord Jan 25
OWENS, SAMUEL FRANCIS, St Martin's rd, Stockwell, Solicitor High Court Pet May 4 Ord Jan 25
PAPE, ROBERT, sen. Wisbech, Cambridge King's Lynn Pet Jan 24 Ord Jan 24
PICTHEARD, ROBERT RICHARD, Rhiwlas, Llanddeiniolen, Farmer Bangor Pet Jan 23 Ord Jan 23
RICHARDS, MINNIE, Brighton Brighton Pet Nov 19 Ord Jan 24
RICHARDSON, MARY ANN, Ingrow, Keighley Manchester Pet Dec 23 Ord Jan 23
SUTTON, ANN, Frodsham, Chester, Laundress Warrington Pet Jan 25 Ord Jan 25
TATE, WILLIAM JAMES, Whitwell, Derby, Baker Sheffield Pet Jan 24 Ord Jan 24
TAYLOR, FRANK WALTER, Claydon, Suffolk, Grocer Ipswich Pet Jan 25 Ord Jan 25
TOMLINSON, WALTER, Oakworth, nr Keighley, Farmer Bradford Pet Jan 23 Ord Jan 23
WARD, CECIL MONTAGUE, Stepney High Court Pet Nov 25 Ord Jan 23
WARD, JOHN, Ollerton, Nottingham, Grocer Sheffield Pet Jan 23 Ord Jan 23
WATSON, HAROLD BURGESS, Mount st High Court Pet Dec 8 Ord Jan 23
WILLIAMS, CHARLES HENRY, Bishopston, Bristol, Baker Bristol Pet Dec 6 Ord Jan 24
WILLIS, DANIEL, Gt Lever, Bolton, Builder Bolton Pet Jan 24 Ord Jan 24
YOUNG, CHARLES, Salvington, Sussex, Builder Brighton Pet Jan 11 Ord Jan 25

FIRST MEETINGS.

ATKINS, JAMES, Leicester, Builder Feb 4 at 12 Off Rec, 1, Berridge st, Leicester
BATHGATE, THOMAS, Goudhurst, Kent, Farm Bailiff Feb 6 at 11.30 The Bridge Hotel, Broadway, Tunbridge Wells
CANNELL, JOHN, Aigburth, Liverpool, Telegraphist Feb 8 at 11 Off Rec, 35, Victoria st, Liverpool
COLE, BENJAMIN, Ton Pentre, Glam, Builder Feb 8 at 11.15 St Catherine's chmbrs, St Catherine st, Pontypridd
COLE, THOMAS BURTON, Ilford, Essex Feb 6 at 12 Bankruptcy bldgs, Carey st
COOPER, JOHN MOXHAM, Salisbury, Wilts, Plumber Feb 7 at 12 Off Rec, City chmbrs, Catherine st, Salisbury
DERLEY, WILLIAM, Harrogate, York, Ladies' Tailor Feb 7 at 3 Off Rec, The Red House, Duncombe pl, York
DODSWORTH, JOHN HENRY EDWARD, Thornaby on Tees, York, Restaurant Keeper Feb 7 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
DREWSON, JAMES ROBERTSON, Penarth, Marine Engineer Feb 4 at 11 117, St Mary st, Cardiff
EDMUNDS, THOMAS CHARLES, Aberbargoed, Mon, Collier Feb 4 at 11 Off Rec, 144, Commercial st, Newport, Mon
EVANS, THOMAS GRIFFITHS, Pentre, Llanfechan, Montgomery, Farmer Feb 4 at 11.30 Wynnstay Arms Hotel, Oswestry
FOLKES, JOHN, Wilden, Beds, Farmer Feb 6 at 12.15 Off Rec, The Parade, Northampton
HAINES, JOHN CHARLES SHAW, Portsmouth, House Furnisher Feb 6 at 4 Off Rec, Cambridge junc, High st, Portsmouth
HEDGES, WALTER, Fareham, Hants, Market Gardener Feb 6 at 3 Off Rec, Cambridge junc, High st, Portsmouth
HORTON, HARRY, and RICHARD LANGENBERG, Wellington, Salop, Casters Feb 6 at 2.30 Off Rec, 22, Swan hill, Shrewsbury
IVES, HANNAH ELIZABETH, Barking rd, Canning Town, Mineral Water Manufacturer Feb 7 at 12.30 Bankruptcy bldgs, Carey st
JONES, HENRY, Amlwch, Anglesey, Licensed Victualler Feb 6 at 12 Crypt chmbrs, Eastgate row, Chester
LAVY, HERBERT JAMES, Bishopsgate, Timber Merchant Feb 7 at 11 Bankruptcy bldgs, Carey st
MCGOWAN, JOHN, jun, Rock Ferry, Chester, Managing Director Feb 7 at 11 Off Rec, 35, Victoria st, Liverpool
MARCUSON, LEWIS, Leeds, General Dealer Feb 6 at 11 Off Rec, 24, Bond st, Leeds
MILNER, REUBEN HENRY, Goldsmith st, Manufacturers' Agent Feb 6 at 1 Bankruptcy bldgs, Carey st
MOUNTSTEPHENS, FREDERICK GEORGE, Folkestone, Tailor Feb 4 at 9.15 Off Rec, 68A, Castle st, Canterbury
NICKSON, WILLIAM, jun, Runcorn, Cheshire, Builder Feb 4 at 11 Off Rec, Byrom st, Manchester
NORMAN, EDGAR MARTIN, Old Kent rd, Baker Feb 7 at 12 Bankruptcy bldgs, Carey st
OWENS, SAMUEL FRANCIS, St Martins rd, Stockwell, Solicitor Feb 7 at 1 Bankruptcy bldgs, Carey st
RABY, SAMUEL SNELL, Bodmin Feb 4 at 4 Off Rec, 12, Princes st, Truro
SMITH, JOHN, St Leonards on Sea, Chemist Feb 4 at 11.30 Off Rec, 12a, Mariborough pl, Brighton
TOMLINSON, WALTER, Oakworth, nr Keighley, Farmer Feb 4 at 11 Off Rec, 12, Duke st, Bradford
WARD, CECIL MONTAGUE, Stepney Feb 8 at 3 Bankruptcy bldgs, Carey st

WATSON, HAROLD BURGESS, Mount st Feb 8 at 11 Bankruptcy bldgs, Carey st
WHELBAND, ALBERT SYDNEY, Louth, Dealer in Wallpapers Feb 7 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
WILLIS, DANIEL, Great Lever, Bolton, Builder Feb 7 at 3 19, Exchange st, Bolton
WOOD, WILLIAM GEORGE, Coleshill, Warwick, Tailor Feb 6 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
WRIGHT, LEONARD PHILLIPSON, Great Grimsby, Fish Merchant Feb 4 at 11 Off Rec, St. Mary's chmbrs, Great Grimsby

ADJUDICATIONS.

ASHTON, J, Hazleville rd, Hornsey Rise, Piano Manufacturer High Court Pet Dec 17 Ord Jan 24
ATKINS, JAMES, Leicester, Builder Leicester Pet Jan 25 Ord Jan 25
BOND, SAMUEL, Ashton on Mersey, Chester, Grocer Manchester Pet Jan 25 Ord Jan 25
COLLINGS, JOHN CHARLES, Plymouth, Veterinary Surgeon Plymouth Pet Jan 25 Ord Jan 25
CONDY, ERNEST BANKS, Kenley, Surrey Croydon Pet Dec 14 Ord Jan 24
COOPER, JOHN MOXHAM, Salisbury, Wilts, Plumber Salisbury Pet Jan 24 Ord Jan 24
CURRALL, FREDERICK WILLIAM, Stone, Staffs, Baker Stafford Pet Jan 25 Ord Jan 25
DAVIES, JOHN LEWIS, Cefn Coed-y-Cymmer, Brecknock, Colliery Ripper Merthyr Tydfil Pet Jan 24 Ord Jan 24
DENLEY, WILLIAM, Harrogate, Yorks, Ladies' Tailor York Pet Jan 24 Ord Jan 24
DRURY, WILLIAM, Thorne, York, Builder Sheffield Pet Jan 25 Ord Jan 25
DUNFORD, SAMUEL, Frome, Somerset, Furniture Dealer Frome Pet Jan 25 Ord Jan 25
DUNNETT, THOMAS ERNEST, Chichester, Corn Merchant's Manager Brighton Pet Jan 24 Ord Jan 24
FISHER, JAMES EDMUND, Westbury, Wilts Frome Pet Oct 24 Ord Jan 25
FROHWEIN, ISIDOR, Aldersgate st, Manufacturer's Agent High Court Pet Dec 17 Ord Jan 24
HAZELGROVE, ROBERT HARRY, Ilkeston, Derby, Fish Shop Proprietor Derby Pet Jan 25 Ord Jan 25
IVES, HANNAH ELIZABETH, Barking rd, Canning Town, Mineral Water Manufacturer High Court Pet Jan 25 Ord Jan 25
JACKSON, GEORGE HAMER, Fleet st, Publisher High Court Pet Sept 14 Ord Jan 20
JONES, JOHN RICHARD, Bangor, Carnarvon, Grocer Bangor Jan 14 Ord Jan 24
JONES, THOMAS, Winterton, nr Bridgend, Labourer Cardiff Pet Jan 23 Ord Jan 23
KELLOND, JAMES HENRY, Dartmouth, Devon, Grocer Plymouth Pet Jan 25 Ord Jan 25
KING, WILLIAM, Doncaster, Licensed Victualler Sheffield Pet Jan 23 Ord Jan 23
LAVY, HERBERT JAMES, Bishopsgate, Timber Merchant High Court Pet Jan 24 Ord Jan 24
LEGGETT, ALPHA, Nottingham, Boarding House Keeper Nottingham Pet Jan 21 Ord Jan 21
LEIGH, ALBERT, Ilkeston, Derby Theatre Proprietor Derby Pet Nov 15 Ord Jan 23
LONG, ARTHUR WILLIAM, Poole, Dorset, Draper Poole Pet Jan 25 Ord Jan 25
MEAKIN, LUKE, Heaviley, Stockport, Provision Dealer Stockport Pet Jan 23 Ord Jan 23
MILNER, REUBEN HENRY, Goldsmith st, Manufacturer's Agent High Court Pet Jan 23 Ord Jan 23
PAPE, ROBERT, sen, Wisbech, Cambridge King's Lynn Pet Jan 24 Ord Jan 24
PRITCHARD, ROBERT RICHARD, Llanddeiniolen, Carnarvon, Farmer Bangor Pet Jan 23 Ord Jan 23
SUTTON, ANN, Frodsham, Chester, Laundress Warrington Pet Jan 25 Ord Jan 25
TATE, WILLIAM JAMES, Hodthorpe, Whitwell, Baker Sheffield Pet Jan 24 Ord Jan 24
TAYLOR, FRANK WALTER, Claydon, Suffolk, Grocer Ipswich Pet Jan 25 Ord Jan 25
TOMLINSON, WALTER, Oakworth, nr Keighley, Farmer Bradford Pet Jan 23 Ord Jan 23
WARD, JOHN, Ollerton, Nottingham, Grocer, Sheffield Pet Jan 23 Ord Jan 23
WILLIS, DANIEL, Great Lever, Bolton, Builder Bolton Pet Jan 24 Ord Jan 24
YOUNG, CHARLES, Salvington, Sussex, Builder Brighton Pet Jan 11 Ord Jan 17

Amended notice substituted for that published in the London Gazette of Jan 17:

STEVENS, WILLIAM ALFRED, Llansamlet, Glam, Commission Agent Cardiff Pet Dec 21 Ord Jan 10

London Gazette.—TUESDAY, Jan. 31.

RECEIVING ORDERS.

AIREY, JAMES, Lyminge, Kent Canterbury Pet Jan 28 Ord Jan 28
ASHFORD, WILLIAM GEORGE, Beaconsfield, Bucks, Tailor High Court Pet Jan 28 Ord Jan 28
BASTIN, SIDNEY, Newbury, Builder Newbury Pet Jan 26 Ord Jan 26
BENNETT, PERCY HOBLEY, Deddington, Oxford, Builder Oxford Pet Jan 27 Ord Jan 27
BROOKS, LEONARD LLEWELLYN, Aberavon, Glam, Schoolmaster Neath Pet Jan 27 Ord Jan 27
CASTLE, FRANCIS LEWIS, Lowestoft, Baker Great Yarmouth Pet Jan 28 Ord Jan 28
DAVIES, JOHN, Maesteg, Glam, Newsagent Cardiff Pet Jan 28 Ord Jan 28
EWART, CHARLES THEODORE, Woodford Bridge, Essex, Medical Attendant High Court Pet Oct 11 Ord Jan 20
FISHER, MARGARET, Llandudno, Boarding House Keeper Bangor Pet Jan 26 Ord Jan 26
HEAL, ALBERT GEORGE, Senghenydd, Glam, Butcher Pontypridd Pet Jan 26 Ord Jan 26
HEATH and Co, Market Drayton, Salop, Refreshment Caterers Nantwich Pet Jan 16 Ord Jan 27
JENKINS, JOHN DUDLEY, Cardiff, Tea Merchant Cardiff Pet Dec 14 Ord Jan 24
JENKINS, THOMAS CHARLES, Cardiff, Tea Merchant Cardiff Pet Dec 14 Ord Jan 24
JONES, GRIFFITH EDWARD, Llanberis, Carnarvon, Tailor Bangor Pet Jan 28 Ord Jan 28
JONES, WILLIAM, Holyhead, Labourer Bangor Pet Jan 26 Ord Jan 26
JESSOP, JOHN ROBERT, Freiston, Lincs, Farmer Boston Pet Jan 26 Ord Jan 26
KEIGHLEY, FRED, and JOHN CLIFFORD KEIGHLEY, and GEORGE ROBERT BROWN, Bradford, Yarn Merchants Bradford Pet Jan 24 Ord Jan 28
LEE, JOHN, Hersham, Walton on Thames, Builder Kingston, Surrey Pet Jan 6 Ord Jan 26
NORTON, ESCHOL, Bournemouth, Builder Poole Pet Jan 13 Ord Jan 27
OAKLEY, HARRY JUPP, Chancery ln High Court Pet Oct 18 Ord Jan 25
OWEN, EVAN, Machynlleth, Montgomery, Hotel Keeper Aberystwyth Pet Jan 27 Ord Jan 27
PAVITT, ELIZABETH, Aveley, Essex Chelmsford Pet Jan 27 Ord Jan 27
PERKINS, JOSEPH, Plymouth, Electrical Engineer Plymouth Pet Jan 27 Ord Jan 27
ROGERS, JOSEPH, Leeds, Boot Maker Leeds Pet Jan 25 Ord Jan 25
ROUTLEDGE, GEORGE, Stephen's gdns, Twickenham, Manager of Soap Works High Court Pet Nov 24 Ord Jan 26
SIMS, DOUGLAS, Stoke on Trent, Plumber Stoke upon Trent Pet Jan 28 Ord Jan 28
STANTON, THOMAS HARTUP, Pembroke Dock, Grocer Pembroke Dock Pet Jan 27 Ord Jan 27
SMITH, WALTER ARCHIE, Harborough rd, Streatham, Clerk Wandsworth Pet Jan 26 Ord Jan 26
TAYLOR, ALFRED, sen, Silverdale, Staffs, Grocer and Draper Hanley Pet Jan 26 Ord Jan 26
THOMAS, ROBERT, Wisbech, Cambridge, Tailor King's Lynn Pet Jan 27 Ord Jan 27
THOMAS, WILLIAM, Abercanaid, Merthyr Tydfil, Collier Merthyr Tydfil Pet Jan 27 Ord Jan 27
TURNBULL, ELIZABETH, Fleetwood, Lancaster, Hotel Keeper Preston Pet Jan 27 Ord Jan 27
WARD, EDWARD, Bradford, Telegraphist Bradford Pet Jan 17 Ord Jan 28
WELLS, FREDERICK JAMES, Heilington, Norfolk, Newsagent Norwich Pet Jan 27 Ord Jan 27
WILLIS, PERCY AYSCOUGH, Welland, Worcester Worcester Pet Dec 13 Ord Jan 24

Amended notices substituted for those published in the London Gazette of Dec 30 and Jan 27:

SILVERA, LELIO S, and ISACCO S SILVERA, Manchester, Shippers Manchester Pet Dec 9 Ord Dec 22
HICKS, JOHN WILLIAM, Miles Platting, Manchester Manchester Pet Jan 11 Ord Jan 23

FIRST MEETINGS.

ASHFORD, WILLIAM GEORGE, Beaconsfield, Bucks, Tailor Feb 9 at 12 Bankruptcy bldgs, Carey st
BARKER, GEORGE VALENTINE BLENKHORN, Roundhay, nr Leeds, Electrical Engineer Feb 10 at 3 Off Rec, The Red House, Duncombe pl, York
BOND, SAMUEL, Ashton on Mersey, Cheshire, Grocer Feb 8 at 3.30 Off Rec, Byrom st, Manchester
BUCK, FRANCIS, Sunny gdns, Hendon, Builder Feb 8 at 12 14, Bedford row
COLLINGS, JOHN CHARLES, Plymouth, Veterinary Surgeon Feb 13 at 3.30 7, Buckland ter, Plymouth
CURRALL, FREDERICK WILLIAM, Stone, Stafford, Baker Feb 8 at 11.30 Off Rec, King st, Newcastle, Staffs
DAVIES, JOHN LEWIS, Cefn Coed y Cymmer, Brecknock, Colliery Ripper Feb 10 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
DREW, JOHN, Modbury, Devon, Pensioner Feb 10 at 3.45 7, Buckland ter, Plymouth
DUNFORD, SAMUEL, Frome, Somerset, Furniture Dealer Feb 8 at 11.45 Off Rec, 26, Baldwin st Bristol
DUNN, JOSEPH HENRY, Southsea, Hants, Manager Feb 8 at 3 Off Rec, Cambridge junc, High st, Portsmouth
DUNNETT, THOMAS ERNEST, Chichester, Corn Merchant's Manager Feb 9 at 10.30 Off Rec, 12A, Marlborough pl, Brighton
GRUNDEY, JOSEPH, Hazlegrove, Cheshire, Coal Dealer Feb 8 at 11 Off Rec, 6, Vernon st, Stockport
HEAL, ALBERT GEORGE, Senghenydd, Glam, Butcher Feb 9 at 11.15 St Catherine's chmbrs, St Catherine st, Pontypridd
HICKS, JOHN WILLIAM, Miles Platting, Manchester Feb 8 at 3 Off Rec, Byrom st, Manchester
JACKSON, WILLIAM JAMES, Cambridge, Coal Merchant Feb 9 at 11.30 Off Rec, 5, Petty Cury, Cambridge
JESSOP, JOHN ROBERT, Freiston, Lincs, Farmer Feb 16 at 12.15 Off Rec, 4 and 6, West st, Boston
JONES, JOHN RICHARD, Bangor, Grocer Feb 10 at 2.30 British Hotel, Bangor
JONES, THOMAS, Waterton, nr Bridgend, Labourer Feb 8 at 3 117, St Mary st, Cardiff
KEIGHLEY, FRED, JOHN CLIFFORD KEIGHLEY, and GEORGE ROBERT BROWN, Bradford, Yarn Merchants Feb 10 11 Off Rec, 12, Duke st, Bradford
KELLOND, JAMES HENRY, Dartmouth, Devon, Grocer Feb 15 at 3.15 7, Buckland ter, Plymouth
LAYCOCK, HENRY, Bradford, Fish Merchant Feb 8 at 11 Off Rec, 12, Duke st, Bradford
LEE, JOHN, Walton on-Thames, Builder Feb 8 at 11.30 132, York rd, Westminster Bridge rd
LEGGETT, ALPHA, Nottingham, Boarding House Keeper Feb 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
LONG, ARTHUR WILLIAM, Poole, Dorset, Draper Feb 8 at 2.30 100, High st, Poole
MEAKIN, LUKE, Heaviley, Stockport, Provision Dealer Feb 8 at 11.30 Off Rec, 6, Vernon st, Stockport
NORTON, ESCHOL, Charminster rd, Bournemouth, Builder Feb 8 at 3 100, High st, Poole
OAKLEY, HARRY JUPP, Chancery ln Feb 8 at 12 Bankruptcy bldgs, Carey st
PLUMB, WILLIAM GEORGE, Norwich, Builder Feb 8 at 12.30 Off Rec, 8, King st, Norwich
RICHARDS, MINNIE, Brighton Feb 8 at 12 Off Rec, 12A, Marlborough pl, Brighton
RICHARDSON, MARY ANN, Ingrow, Keighley, York Feb 9 at 3.30 Off Rec, Byrom st, Manchester
ROGERS, JOSEPH, Leeds, Boot Maker Feb 8 at 11 Off Rec, 24, Bond st, Leeds

ROUTLEDGE, GEORGE, St Stephen's gdns, Twickenham, Manager of Soap Works Feb 8 at 1 Bankruptcy bldgs, Carey st

SMITH, WALTER ARCHIE, Harborough rd, Streatham, Clerk Feb 8 at 12 132, York rd, Westminster Bridge rd

SUTTON, ANN, Frodsham, Laundress Feb 9 at 3 Off Rec, Byrom st, Manchester

TAYLOR, ALFRED, sen, Silverdale, Staffs, Grocer Feb 8 at 12 Off Rec, King st, Newcastle, Staffs

TAYLOR, FRANK WALTER, Claydon, Suffolk, Grocer Feb 16 at 12.30 Off Rec, 36, Princes st, Ipswich

THOMAS, WILLIAM, Merthyr Tydfil, Collier Feb 10 at 12.15 Off Rec, County Court, Town Hall, Merthyr Tydfil

WATTS, SAMUEL, Modbury, Devon, Tailor Feb 10 at 3.30 7, Buckland ter, Plymouth

WHITLEY, JOHN BREARLEY, Bradford, Rubber Manufacturer

WILLIAMS, CHARLES HENRY, Bishopston, Bristol, Baker Feb 8 at 11.30 Off Rec, 26, Baldwin st, Bristol

WILLIS, PERCY ATSCOUGH, Welland, Worcester Feb 8 at 11.30 Off Rec, 11, Copenhagen st, Worcester

YOUNG, CHARLES, Salvington, Sussex, Builder Feb 8 at 11.30 Off Rec, 12A, Marlborough pl, Brighton

ADJUDICATIONS.

AIREY, JAMES, Lyminge, Kent Canterbury Pet Jan 28 Ord Jan 28

ASHFORD, WILLIAM GEORGE, Beaconsfield, Bucks, Tailor High Court Pet Jan 28 Ord Jan 28

BASTIN, SIDNEY, Newbury, Builder Newbury Pet Jan 26 Ord Jan 26

BROOKS, LEONARD LLEWELLYN, Aberavon, Glam, Schoolmaster Neath Pet Jan 27 Ord Jan 27

BUCK, FRANCIS, Sunny gdns, Hendon, Builder Barnet Pet Dec 31 Ord Jan 26

CASTLE, FRANCIS LEWIS, Lowestoft, Baker Great Yarmouth Pet Jan 28 Ord Jan 28

DAVIES, JOHN, Maesteg, Glam, Newsagent Cardiff Pet Jan 28 Ord Jan 28

FISHER, MARGARET, Llandudno, Boarding House Keeper Bangor Pet Jan 26 Ord Jan 26

FOLLIGG, JOHN, Wilden, Beds, Farmer Bedford Pet Jan 21 Ord Jan 27

GOODSON, GEORGE, Maze pond, St Thomas st, London Bridge, Gas Burner Maker High Court Pet Dec 30 Ord Jan 26

GRICE, WILLIAM, Spexhall, Suffolk, Licensed Victualler Gt Yarmouth Pet Jan 21 Ord Jan 26

HEAL, ALBERT GEORGE, Senghenydd, Glam, Butcher Pontypridd Pet Jan 26 Ord Jan 26

HICKS, JOHN WILLIAM, Miles Platting, Manchester Manchester Pet Jan 11 Ord Jan 28

HUNTER, ERNEST JOHN, Westbury upon Trym, nr Bristol Bristol Pet Oct 25 Ord Jan 27

JESSOP, JOHN ROBERT, Freiston, Lincs, Farmer Boston Pet Jan 26 Ord Jan 26

JONES, GRIFFITH EDWARD, Llanberis, Carnarvon, Tailor Bangor Pet Jan 28 Ord Jan 28

JONES, WILLIAM, Holyhead, Labourer Bangor Pet Jan 26 Ord Jan 26

LAYCOCK, HENRY, Bradford, Fish Merchant Bradford Pet Jan 16 Ord Jan 26

OWEN, EVAN, Machynlleth, Montgomery, Hotel Keeper Aberystwyth Pet Jan 27 Ord Jan 27

PAVITT, ELIZABETH, Aveley, Essex, Builder Chelmsford Pet Jan 27 Ord Jan 27

PERKINS, JOSEPH, Plymouth, Electrical Engineer Plymouth Pet Jan 27 Ord Jan 27

ROGERS, JOSEPH, Leeds, Boot Maker Leeds Pet Jan 25 Ord Jan 25

SILVERA, LELIO S, and ISACCO S SILVERA, Manchester, Shippers Manchester Pet Dec 9 Ord Jan 27

SIMS, DOUGLAS, Stoke on Trent, Plumber Stoke upon Trent Pet Jan 28 Ord Jan 28

SMITH, WALTER ARCHIE, Harborough rd, Streatham, Clerk Wandsworth Pet Jan 26 Ord Jan 26

SPEARE, JOHN HENRY, Swindon, Grocer Swindon Pet Jan 6 Ord Jan 26

STANTON, THOMAS HARTUP, Pembroke Dock, Grocer Pembroke Dock Pet Jan 27 Ord Jan 27

TAYLOR, ALFRED, sen, Silverdale, Staffs, Grocer Hanley Pet Jan 26 Ord Jan 26

THOMAS, ROBERT, Wisbech, Cambridge, Tailor King's Lynn Pet Jan 27 Ord Jan 27

THOMAS, WILLIAM, Abercanaid, Merthyr Tydfil, Collier Merthyr Tydfil Pet Jan 27 Ord Jan 27

TURNBULL, ELIZABETH, Fleetwood, Lancaster, Hotel Keeper Preston Pet Jan 27 Ord Jan 27

TURNER, JOHN, Sutton in Ashfield, Notts, Clothier Nottingham Pet Dec 20 Ord Jan 26

WELLS, FREDERICK JAMES, Norwich, Newsagent Norwich Pet Jan 27 Ord Jan 27

WILLIAMS, CHARLES HENRY, Bishopston, Bristol, Baker Bristol Pet Dec 6 Ord Jan 28

Amended notice substituted for that published in the London Gazette of Jan 20:

MORGAN, SIDNEY CHARLES, Christian Malford, Wilts Haulier Bath Pet Jan 18 Ord Jan 18

ADJUDICATION ANNULLED.

SPARKS, JOSEPH HENRY, Landport, Hants, Pork Butcher Portsmouth Adjn May 14, 1910 Annul Jan 24, 1911

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